

No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise.

This prospectus supplement (the “Prospectus Supplement”), together with the accompanying short form base shelf prospectus dated June 10, 2021 to which it relates (the “Prospectus”), as may be amended or supplemented, and each document deemed to be incorporated by reference into this Prospectus Supplement and the Prospectus, constitutes a public offering of these securities only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities. The securities offered hereby have not been and will not be registered under the United States Securities Act of 1933, as amended (the “U.S. Securities Act”), or any state securities laws. Accordingly, the securities offered hereby may not be offered or sold in the United States of America (the “United States”) except in transactions exempt from the registration requirements of the U.S. Securities Act and applicable state securities laws. This Prospectus Supplement, together with the Prospectus, does not constitute an offer to sell or a solicitation of an offer to buy any of the securities offered hereby within the United States. See “Plan of Distribution”.

Information has been incorporated by reference in this Prospectus Supplement and the Prospectus from documents filed with securities commissions or similar authorities in Canada. Copies of the documents incorporated herein by reference may be obtained on request without charge from the secretary of Timbercreek Financial Corp. at 25 Price Street, Toronto, Ontario, Canada, M4W 1Z1, Telephone (416) 923-9967, and are also available electronically at www.sedar.com.

**PROSPECTUS SUPPLEMENT
TO THE SHORT FORM BASE SHELF PROSPECTUS DATED JUNE 10, 2021**

NEW ISSUE

NOVEMBER 17, 2021



**TIMBERCREEK
FINANCIAL**

TIMBERCREEK FINANCIAL CORP.

\$40,000,000

5.00% Convertible Unsecured Subordinated Debentures due December 31, 2028

This Prospectus Supplement qualifies the distribution (the “Offering”) of \$40,000,000 aggregate principal amount of 5.00% convertible unsecured subordinated debentures (the “Debentures”) of Timbercreek Financial Corp. (the “Corporation”, “we”, “our” or “us”) in denominations of \$1,000 and multiples thereof at a price of \$1,000 per Debenture (the “Offering Price”). The Debentures will bear interest at an annual rate of 5.00% payable semi-annually in arrears on June 30 and December 31 of each year (or the immediately following business day if any interest payment date is not a business day), with the first interest payment occurring on June 30, 2022. The first interest payment on the Debentures will include accrued and unpaid interest for the period from and including the closing of the Offering to, but excluding, June 30, 2022. The maturity date of the Debentures is December 31, 2028 (the “Maturity Date”). The payment of the principal and accrual of interest on the Debentures will be subordinated in right of payment to the prior payment in full of all the Corporation’s existing and future senior indebtedness. On the Maturity Date, the Debentures may, at our option, be repaid in cash or in the form of common shares of the Corporation (the “Common Shares”). Please see “Description of Debentures Being Distributed” for further particulars concerning the Debentures.

Debenture Conversion Privilege

Each Debenture will be convertible into Common Shares at the option of the holder at any time prior to the close of business on the earlier of the business day immediately preceding the Maturity Date and, if called for redemption, the business day immediately preceding the date specified by the Corporation for redemption of the Debentures, at a conversion price of \$11.40 per Common Share, being a conversion rate of approximately 87.7193 Common Shares per \$1,000 principal amount of Debentures, subject to adjustment in certain events in accordance with the trust indenture governing the Debentures (the

“Conversion Price”). Holders converting their Debentures will, in addition to the applicable number of Common Shares to be received on conversion, receive accrued and unpaid interest, if any, thereon for the period from the last Interest Payment Date (as defined herein) on their Debentures to and including the last record date set by the Corporation for determining the holders of Common Shares entitled to receive a dividend on the Common Shares prior to the date of conversion. In the event that the Corporation suspends regular dividends, a Debenture holder, in addition to the applicable number of Common Shares to be received on conversion, will be entitled to receive accrued and unpaid interest thereon for the period from and including the last Interest Payment Date to, but excluding, the date of conversion. Further particulars concerning the conversion privilege are set out under *“Description of Debentures Being Distributed – Conversion Privilege”*.

The Corporation is a corporation amalgamated under the *Business Corporations Act* (Ontario) and its head and registered office is located at 25 Price Street, Toronto, Ontario, Canada, M4W 1Z1. It is a mortgage investment corporation (“**MIC**”) within the meaning of the *Income Tax Act* (Canada) (the “**Tax Act**”) whose business is providing financing to qualified real estate investors, most of whom require funding during the transitional phase of the investment process. Please see *“Summary Description of the Business”* for more details.

The outstanding Common Shares are listed and posted for trading on the Toronto Stock Exchange (the “**TSX**”) under the symbol “**TF**”. The Corporation has applied to list the Debentures being distributed under this Prospectus Supplement, and the Common Shares issuable upon conversion (and in certain circumstances, upon redemption or maturity) of the Debentures, on the TSX. Listing will be subject to the Corporation fulfilling all of the listing requirements of the TSX. On November 15, 2021, the date on which the Offering was announced, the closing price of the outstanding Common Shares on the TSX was \$9.48. On November 16, 2021, the last trading day prior to the date of this Prospectus Supplement, the closing price of the outstanding Common Shares on the TSX was \$9.38.

There is no market through which the Debentures may be sold and purchasers may not be able to resell Debentures purchased under this Prospectus Supplement. This may affect the pricing of the Debentures in the secondary market, the transparency and availability of trading prices, the liquidity of the Debentures, and the extent of issuer regulation. See “Forward-Looking Statements” and “Risk Factors”.

The Debentures will not be redeemable prior to December 31, 2024, except in the event of the satisfaction of certain conditions after a Change of Control (as defined herein) has occurred. On and after December 31, 2024 and prior to December 31, 2026, the Debentures will be redeemable by the Corporation, in whole or in part, from time to time at the Corporation’s sole option, at a price equal to the principal amount thereof plus accrued and unpaid interest to, but excluding, the date of redemption on not more than 60 days’ and not less than 30 days’ prior written notice, provided that the Current Market Price (as defined herein) as of the date on which notice of redemption is given is not less than 125% of the Conversion Price. On and after December 31, 2026 and prior to the Maturity Date, the Debentures will be redeemable, in whole or in part, from time to time at the Corporation’s sole option at a price equal to the principal amount thereof plus accrued and unpaid interest to, but excluding, the date of redemption on not more than 60 days’ and not less than 30 days’ prior written notice.

Subject to any required regulatory approvals and provided that no Event of Default (as defined herein) has occurred and is continuing, the Corporation may, at its option, elect to satisfy its obligation to pay, in whole or in part, the principal amount of and premium (if any) on the Debentures that are to be redeemed or that have matured, on not more than 60 days’ and not less than 40 days’ prior notice, by issuing that number of freely-tradeable Common Shares obtained by dividing the principal amount of the Debentures that are to be redeemed or that have matured, as the case may be, by 95% of the Current Market Price (as defined herein) as of the date fixed for redemption or the Maturity Date, as applicable. Any accrued and unpaid interest thereon will be paid in cash. See *“Description of Debentures Being Distributed – Payment upon Redemption or Maturity”*. In addition, subject to any required regulatory approvals and provided that no Event of Default has occurred and is continuing, the Corporation may elect from time to time to satisfy all or part of its interest payment obligations under the Debentures by delivering a sufficient number of freely-tradeable Common Shares to the Debenture Trustee (as defined herein) for sale, with the proceeds used to satisfy the obligation to pay interest on the Debentures. See *“Description of Debentures Being Distributed – Share Interest Payment Option”*.

Upon the Corporation becoming aware (whether by disclosure in a public filing or press release or otherwise) of the occurrence of a Change of Control, the Corporation will be required to make an offer to purchase, within 30 days following the giving of notice to holders of Debentures of the Change of Control, all of the Debentures for a price equal to 101% of the principal amount thereof plus accrued and unpaid interest thereon to, but excluding, the date of purchase. Holders of Debentures may accept this offer in whole or in part. See *“Description of Debentures Being Distributed – Change of Control of the Corporation”*.

Offering Price: \$1,000 per Debenture

	<u>Price to Public</u>	<u>Underwriters' Fee⁽¹⁾</u>	<u>Net Proceeds to the Corporation⁽²⁾</u>
Per Debenture	\$1,000	\$40	\$960
Total ⁽³⁾	\$40,000,000	\$1,600,000	\$38,400,000

Notes:

- (1) We have agreed to pay the Underwriters a fee equal to 4.0% of the aggregate gross proceeds of the Offering, equal to \$40 per Debenture, including any Debentures sold pursuant to the exercise of the Over-Allotment Option (as defined herein). See “*Plan of Distribution*”.
- (2) Before deducting the expenses of the Offering, estimated to be \$395,000, which, together with the Underwriters’ fee, will be payable from the proceeds of the Offering.
- (3) We have granted to the Underwriters an option to purchase up to an additional \$6,000,000 aggregate principal amount of the Debentures at a price of \$1,000 per Debenture (the “**Over-Allotment Option**”) exercisable at the Underwriters’ sole option and without obligation, in whole or in part, at any time and from time to time up to 30 days after the closing of the Offering, to cover over-allotments, if any, and for market stabilization purposes. If the Over-Allotment Option is exercised in full, the “Price to Public”, “Underwriters’ Fee” and “Net Proceeds to the Corporation” (before deducting the estimated expenses of the Offering) will be \$46,000,000, \$1,840,000 and \$44,160,000, respectively. This Prospectus Supplement also qualifies for distribution the grant of the Over-Allotment Option. A purchaser who acquires Debentures forming part of the Underwriters’ over-allocation position acquires those securities under this Prospectus Supplement, regardless of whether the over-allocation position is ultimately filled through the exercise of the Over-Allotment Option or secondary market purchases. See “*Plan of Distribution*”.

<u>Underwriters' Position</u>	<u>Maximum Size</u>	<u>Exercise Period</u>	<u>Exercise Price</u>
Over-Allotment Option	\$6,000,000 aggregate principal amount of Debentures	Up to 30 days after the closing of the Offering	\$1,000 per Debenture

National Bank Financial Inc., TD Securities Inc., RBC Dominion Securities Inc., CIBC World Markets Inc., Canaccord Genuity Corp., Raymond James Ltd., BMO Nesbitt Burns Inc., Scotia Capital Inc., iA Private Wealth Inc., Manulife Securities Incorporated and Stifel Nicolaus Canada Inc. (collectively, the “**Underwriters**”), as principals, conditionally offer the Debentures, subject to prior sale, if, as and when issued by the Corporation and accepted by the Underwriters in accordance with the conditions contained in the underwriting agreement referred to under “*Plan of Distribution*” and subject to the approval of certain legal matters on the Corporation’s behalf by McCarthy Tétraut LLP and on behalf of the Underwriters by Goodmans LLP.

The Offering Price and the terms of the Debentures were determined by negotiation between the Corporation and the Underwriters with reference to prevailing market conditions. The Underwriters propose to offer the Debentures initially at the Offering Price. **After a reasonable effort has been made to sell all of the Debentures at the Offering Price, the Underwriters may subsequently reduce the selling price to investors from time to time in order to sell any of the Debentures remaining unsold. Any such reduction will not affect the net proceeds received by us. See “*Plan of Distribution*”.**

Subscriptions for the Debentures will be received subject to rejection or allotment, in whole or in part, and the right is reserved to close the subscription books at any time without notice. It is intended that the closing of the Offering will occur on or about December 3, 2021 or such other date as may be agreed upon by us and the Underwriters (the “**Closing Date**”), but in any event not later than December 10, 2021.

Certificates representing the aggregate principal amount of the Debentures will be issued in registered form only to CDS Clearing and Depository Services Inc. (“**CDS**”) and will be deposited with CDS on the Closing Date. No certificates evidencing the Debentures will be issued to purchasers, except in certain limited circumstances, and registration will be made in the depository service of CDS. Purchasers of Debentures will receive only a customer confirmation from the registered dealer who is a CDS participant and from or through whom a beneficial interest in the Debentures is purchased.

The Underwriters may, in connection with the Offering and subject to applicable laws, effect transactions which stabilize or maintain the market price for the Debentures at levels other than those which might otherwise prevail in the open market. Such transactions, if commenced, may be discontinued at any time. See “*Plan of Distribution*”.

Each of National Bank Financial Inc., TD Securities Inc., RBC Dominion Securities Inc., CIBC World Markets Inc., Raymond James Ltd. and BMO Nesbitt Burns Inc. are directly or indirectly, subsidiaries of, or are otherwise affiliated with, a Canadian chartered bank which is a lender to the Corporation under a revolving credit facility. Consequently, the Corporation may be considered to be a connected issuer of one or more of National Bank Financial Inc., TD Securities Inc., RBC Dominion Securities Inc., CIBC World Markets Inc., Raymond James Ltd. and BMO

Nesbitt Burns Inc. under applicable Canadian securities legislation. The Corporation intends to use the full amount of the net proceeds of the Offering to repay amounts owing under the Credit Facility – Mortgage Investments (as defined herein) and for general corporate purposes. See “*Relationship Between the Corporation and Certain Underwriters*” and “*Use of Proceeds*”.

The Debentures are not “deposits” within the meaning of the *Canada Deposit Insurance Corporation Act* (Canada) and are not insured under the provisions of such statute or any other legislation.

Investing in the Debentures involves certain risks that should be considered by a prospective purchaser. Prospective purchasers should carefully consider the risk factors described herein under the heading “*Risk Factors*” and elsewhere in this Prospectus Supplement and in the documents incorporated by reference in this Prospectus Supplement. In the event you receive Common Shares upon the conversion, redemption or repayment at maturity of the Debentures in accordance with their terms, note that a return on an investment in Common Shares is not comparable to the return on an investment in a fixed-income security and, in such circumstance, the recovery of your initial investment is at risk and the anticipated return on your investment will be based on certain performance assumptions. Although the Corporation intends to make distributions of its available capital to the holders of Common Shares (the “**Shareholders**”), these cash distributions may be reduced or suspended. The actual amount distributed will depend on numerous factors disclosed in our continuous disclosure documents, including the financial performance of the properties in our mortgage portfolio (the “**Portfolio**”), our debt covenants and obligations, our working capital requirements and our future capital requirements. In addition, the market value of the Common Shares and the Debentures may decline if the Corporation is unable to meet its cash distribution targets in the future, and that decline may be significant. An investment in Common Shares and Debentures is subject to numerous risk factors. See “*Risk Factors*”.

TABLE OF CONTENTS

Page

IMPORTANT INFORMATION ABOUT THIS PROSPECTUS SUPPLEMENT	6
FORWARD-LOOKING STATEMENTS	6
DOCUMENTS INCORPORATED BY REFERENCE.....	7
MARKETING MATERIALS.....	8
ELIGIBILITY FOR INVESTMENT.....	8
TIMBERCREEK FINANCIAL CORP.	9
SUMMARY DESCRIPTION OF THE BUSINESS	9
USE OF PROCEEDS	11
EARNINGS COVERAGE RATIOS	12
CONSOLIDATED CAPITALIZATION.....	12
SUMMARY DESCRIPTION OF COMMON SHARES	13
DESCRIPTION OF DEBENTURES BEING DISTRIBUTED	14
PLAN OF DISTRIBUTION.....	22
PRIOR SALES	24
TRADING PRICE AND VOLUME	25
CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS.....	26
RELATIONSHIP BETWEEN THE CORPORATION AND CERTAIN UNDERWRITERS	32
RISK FACTORS	32
LEGAL MATTERS AND INTEREST OF EXPERTS	37
AUDITORS, TRANSFER AGENT AND REGISTRAR.....	37
STATUTORY AND CONTRACTUAL RIGHTS OF WITHDRAWAL AND RESCISSION.....	37
CERTIFICATE OF THE CORPORATION.....	C-1
CERTIFICATE OF THE UNDERWRITERS	C-2

IMPORTANT INFORMATION ABOUT THIS PROSPECTUS SUPPLEMENT

This document consists of two parts. The first part is this Prospectus Supplement, which describes the specific terms of the Debentures that are being offered and the method of distribution of such Debentures, and also supplements and updates certain information contained in the Prospectus and the documents incorporated by reference therein. The second part, the Prospectus, gives more general information, some of which may not apply to the Debentures being offered under this Prospectus Supplement. This Prospectus Supplement is deemed to be incorporated by reference into the Prospectus solely for the purposes of this Offering.

Readers should rely only on the information contained in this Prospectus Supplement and the Prospectus (including the documents incorporated by reference herein and therein). The Corporation and the Underwriters have not authorized any other person to provide prospective investors with different information and any such information should not be relied upon. The Corporation and the Underwriters are not making an offer to sell the Debentures in any jurisdiction where it is unlawful. The information appearing in this Prospectus Supplement, the Prospectus and the documents incorporated by reference herein and therein is accurate only as of their respective dates. Our business, properties, financial condition, results of operations and prospects may have changed since those dates.

Unless the context otherwise permits, indicates or requires, all references in this Prospectus Supplement to the “Corporation”, “we”, “our”, “us” and similar expressions are references to Timbercreek Financial Corp. and the business carried on by it. All dollar amounts and financial information in this Prospectus Supplement, the Prospectus and any document incorporated by reference herein and therein is presented in Canadian dollars unless otherwise indicated. The financial statements incorporated by reference in this Prospectus Supplement and in the Prospectus have been prepared in accordance with International Financial Reporting Standards, as issued by the International Accounting Standards Board, and as adopted by the Chartered Professional Accountants of Canada.

FORWARD-LOOKING STATEMENTS

Certain statements contained in this Prospectus Supplement, the Prospectus and the documents incorporated by reference herein and therein, constitute forward-looking statements or information within the meaning of applicable securities laws. These statements relate to future events or our future performance. All statements other than statements of historical fact may be forward-looking statements. Forward-looking statements are often, but not always, identified by the use of words such as “seek”, “anticipate”, “plan”, “continue”, “estimate”, “expect”, “may”, “will”, “project”, “predict”, “potential”, “targeting”, “intend”, “could”, “might”, “should”, “believe” and similar expressions (including negative and grammatical variations). These statements involve known and unknown risks, uncertainties and other factors that may cause actual results or events to differ materially from those anticipated in such forward-looking statements. As well as those factors discussed in the section entitled “*Risk Factors*” in this Prospectus Supplement and the Prospectus, including the documents incorporated by reference herein and therein, these risks and uncertainties include, among other things: the completion of the Offering; the use of proceeds from the Offering; the nature of our investments; risks related to mortgage defaults, foreclosure and related costs; reliance on our manager; environmental matters associated with our business; the availability of investments; impacts as a result of COVID-19; potential conflicts of interest; borrowing risks; limited sources of borrowing; risks related to the renewal of mortgages comprising our Portfolio; the composition of our Portfolio; subordinated and subsequent debt financings; reliance on borrowers; no guarantees or insurance; litigation risks; the ability to manage growth; changes in legislation; qualification as a MIC; the market for Common Shares and Debentures; the unpredictability and volatility of the market price of the Common Shares and Debentures; payment of dividends; dilution; limitations on the ownership and repurchases of shares of the Corporation; and tax amendments. Readers are cautioned that the foregoing list is not exhaustive.

While the Corporation believes that the expectations reflected in the forward-looking statements contained in this Prospectus Supplement, the Prospectus and the documents incorporated by reference herein and therein, are reasonable, no assurance can be given that these expectations will prove to be correct, and such forward-looking statements included, or incorporated by reference, in such documents should not be unduly relied upon. These statements speak only as of the date of this Prospectus Supplement, the Prospectus or as of the date specified in the documents incorporated by reference herein and therein, as the case may be. Except as required by law, the Corporation does not assume any obligation to update the aforementioned forward-looking statements. Our actual results could differ materially from those anticipated in the aforementioned forward-looking statements, as

applicable, including as a result of the risk factors set forth in the section entitled “*Risk Factors*” and elsewhere in this Prospectus Supplement and our filings with the securities regulatory authorities which are available on the System for Electronic Document Analysis and Retrieval (“**SEDAR**”) at www.sedar.com.

DOCUMENTS INCORPORATED BY REFERENCE

Information has been incorporated by reference in this Prospectus Supplement and the Prospectus from documents filed with securities commissions or similar regulatory authorities in each of the provinces and territories of Canada. Copies of these documents may be obtained on request without charge from the secretary of the Corporation at our head office located at 25 Price Street, Toronto, Ontario, Canada, M4W 1Z1, Telephone (416) 923-9967 or by accessing these documents from SEDAR at www.sedar.com.

This Prospectus Supplement is incorporated by reference into the Prospectus as of the date hereof and only for the purposes of the Offering. Other documents are also incorporated or deemed to be incorporated by reference into the Prospectus and reference should be made to the Prospectus for full details. See “*Documents Incorporated by Reference*” in the Prospectus.

The following documents of the Corporation filed with the securities commissions or similar regulatory authorities in each of the provinces and territories of Canada are specifically incorporated by reference into, and form an integral part of, this Prospectus Supplement:

- (a) the annual information form of the Corporation for the year ended December 31, 2020, dated March 5, 2021 (the “**AIF**”);
- (b) the audited consolidated financial statements of the Corporation for the year ended December 31, 2020, together with the auditor’s report thereon dated March 5, 2021;
- (c) the management’s discussion and analysis of financial condition and results of operations (“**MD&A**”) of the Corporation for the year ended December 31, 2020;
- (d) the unaudited interim condensed consolidated financial statements and the notes thereto as at September 30, 2021 for the three and nine month period then ended;
- (e) the MD&A for the three and nine months ended September 30, 2021;
- (f) the management information circular of the Corporation dated March 23, 2021 relating to the annual meeting of Shareholders held on May 4, 2021;
- (g) the Corporation’s material change report dated June 22, 2021;
- (h) the Corporation’s material change report dated June 24, 2021;
- (i) the Corporation’s material change report dated November 10, 2021;
- (j) the Corporation’s material change report dated November 17, 2021 with respect to the Offering; and
- (k) the template version of the term sheet dated November 15, 2021 filed on SEDAR in connection with the Offering (the “**Term Sheet**”).

Documents referenced in any of the documents incorporated by reference in this Prospectus Supplement but not expressly incorporated by reference therein or herein and not otherwise required to be incorporated by reference therein or herein are not incorporated by reference in this Prospectus Supplement. Any documents of the type required by National Instrument 44-101 – *Short Form Prospectus Distributions* (“**NI 44-101**”) to be incorporated by reference in a short form prospectus, including any annual information form, annual financial statements and the auditors’ report thereon, interim financial statements, management’s discussion and analysis of financial conditions and results of operations, material change reports (except confidential material change reports), business acquisition

reports and information circulars, filed by us with securities commissions or similar authorities in Canada after the date of this Prospectus Supplement but before the termination of the Offering shall be deemed to be incorporated by reference in this Prospectus Supplement.

Notwithstanding anything herein to the contrary, any statement contained in this Prospectus Supplement, the Prospectus or in a document incorporated or deemed to be incorporated by reference herein or therein shall be deemed to be modified or superseded, for the purposes of this Prospectus Supplement and the Prospectus, to the extent that a statement contained herein, therein or in any other subsequently filed document which also is, or is deemed to be, incorporated by reference herein or therein modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document or statement which it modifies or supersedes. The making of such a modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not be deemed to constitute a part of this Prospectus Supplement or the Prospectus, except as so modified or superseded.

MARKETING MATERIALS

Any template version of “marketing materials” (as defined in National Instrument 41-101 – *General Prospectus Requirements*) filed after the date of this Prospectus Supplement and before the termination of the distribution under the Offering is deemed to be incorporated into this Prospectus Supplement. The Term Sheet does not form part of this Prospectus Supplement or the Prospectus to the extent that their contents have been modified or superseded by a statement contained in this Prospectus Supplement or any amendment.

ELIGIBILITY FOR INVESTMENT

In the opinion of McCarthy Tétrault LLP, counsel to the Corporation, and Goodmans LLP, counsel to the Underwriters, based on the provisions of the Tax Act in force as of the date hereof, provided the Common Shares are listed on a “designated stock exchange” in Canada as defined in the Tax Act (which currently includes the TSX) on the Closing Date, the Debentures will, as at the Closing Date, and the Common Shares issuable upon conversion, redemption or maturity of the Debentures would, if issued on such date, be qualified investments under the Tax Act and the regulations thereunder for trusts governed by registered retirement savings plans (“RRSPs”), registered retirement income funds (“RRIFs”), deferred profit sharing plans (except, in the case of the Debentures, a deferred profit sharing plan to which the Corporation, or an employer that does not deal at arm’s length with the Corporation, has made a contribution), registered disability savings plans (“RDSPs”), registered education savings plans (“RESPs”) and tax-free savings accounts (“TFSAs” and, collectively, “Plans”). The Debentures will also be qualified investments for such Plans if the Debentures are listed on a designated stock exchange.

Notwithstanding the foregoing, if a Debenture and/or a Common Share issuable upon the conversion, redemption or maturity of a Debenture is a “prohibited investment” for a trust governed by an RRSP, RRIF, RESP, RDSP or TFSA, the annuitant, holder or subscriber of such Plan, as applicable, will be subject to a penalty tax as set out in the Tax Act. The Debentures or Common Shares issuable upon the conversion, redemption or maturity of such Debentures will not be a “prohibited investment” for an RRSP, RRIF, RESP, RDSP or TFSA provided the annuitant, holder or subscriber thereof, as applicable, deals at arm’s length with the Corporation for the purposes of the Tax Act and does not have a “significant interest” (as defined in the Tax for purposes of the prohibited investment rules) in the Corporation. In addition, a Common Share issuable upon the conversion, redemption or maturity of a Debenture will not be a “prohibited investment” if such Common Share, is “excluded property” (as defined in the Tax Act for purposes of the prohibited investment rules) for a trust governed by an RRSP, RRIF, RESP, RDSP or TFSA. **Prospective Holders who intend to hold Debentures or Common Shares issuable upon the conversion, redemption or maturity of a Debenture in a Plan should consult their own tax advisors regarding their particular circumstances.**

TIMBERCREEK FINANCIAL CORP.

Timbercreek Financial Corp. is a corporation amalgamated under the *Business Corporations Act* (Ontario) pursuant to articles of arrangement dated June 30, 2016 (as amended from time-to-time, the “**Articles**”). The Corporation’s head and registered office is at 25 Price Street, Toronto, Ontario, Canada, M4W 1Z1. Timbercreek Capital Inc. (the “**Manager**”) is the manager of the Corporation.

The Corporation was formed through the amalgamation of Timbercreek Mortgage Investment Corporation and Timbercreek Senior Mortgage Investment Corporation on June 30, 2016 pursuant to a plan of arrangement under sections 182 and 183 of the *Business Corporations Act* (Ontario).

The Corporation currently has one wholly-owned subsidiary, Timbercreek Mortgage Investment Fund (“**TMIF**”), a trust governed by the laws of the Province of Ontario, and one indirectly wholly-owned subsidiary, 2292912 Ontario Inc. (“**2292912**”), a corporation incorporated under the laws of the Province of Ontario. TMIF holds a 99.99% partnership interest in Timbercreek CILO II Holdings Partnership (“**CILO II**”), of which 2292912 holds the remaining nominal interest.

The Corporation is authorized to issue an unlimited number of Common Shares. As at the date of this Prospectus Supplement, there are 82,088,691 Common Shares issued and outstanding. The outstanding Common Shares are listed and posted for trading on the TSX under the symbol “TF”. The Corporation’s 5.30% convertible unsecured subordinated debentures due June 30, 2024 (the “**June 2017 Debentures**”) and 5.25% convertible unsecured subordinated debentures due July 31, 2028 (the “**July 2021 Debentures**”) are listed and posted for trading on the TSX under the symbols “TF.DB.C” and “TF.DB.D”, respectively. On November 16, 2021 the last trading day prior to the date of this Prospectus Supplement, the closing prices of the outstanding June 2017 Debentures and July 2021 Debentures on the TSX were \$102.00 and \$104.00, respectively.

SUMMARY DESCRIPTION OF THE BUSINESS

General

The Corporation is focused on providing financing solutions to qualified real estate investors who require funding, and who are generally in a transitional phase of the investment process (such as redevelopment of a property). The Corporation fulfills a financing requirement for real estate investors that is not well serviced by the commercial banks: primarily shorter duration, structured financing. Real estate investors typically use short-term loans to bridge a period (generally one to five years) during which they conduct property repairs, redevelop the property, or purchase another investment. These short-term “bridge” loans comprise most of our assets and are typically repaid with traditional bank mortgages (lower cost and longer-term debt) once the transitional period is over or a restructuring is complete or from proceeds generated on the sale of assets.

The business objectives of the Corporation are, with a primary focus on capital preservation, to place and maintain a diversified portfolio of mortgages that generates attractive and stable returns in order to permit the Corporation to pay monthly dividends to the Shareholders. To achieve these objectives, the Corporation benefits from the extensive experience of the Manager in originating, underwriting and investing in real estate both as a lender and an equity participant. As of December 31, 2020, the Manager has approximately \$3 billion in assets under management/administration, including syndicated debt under administration, and since 2007 has originated, underwritten, funded and serviced over \$13 billion of capital, financed by public and private investment vehicles and institutional partners. This platform provides substantial market knowledge, underwriting support and asset management expertise.

The Corporation is qualified, and intends to continue to qualify as a MIC under the Tax Act. In order to maintain its status as a MIC in a particular taxation year, the Corporation must continually meet all of the criteria enumerated in the relevant section of the Tax Act throughout such taxation year. As a MIC, the Corporation is entitled to deduct from its taxable income for a particular taxation year (i) all taxable dividends, other than capital gains dividends, paid by the Corporation to its Shareholders during the year or within 90 days after the end of the year to the extent that those dividends were not deductible by the Corporation in the immediately preceding year; and (ii) one-half of

all capital gains dividends paid by the Corporation during the period commencing 91 days after the commencement of the year and ending 90 days after the end of the year. It is the Corporation's intention to distribute enough of its distributable income from operations to Shareholders through the monthly payment of dividends so as to minimize or eliminate its own liability for tax under the Tax Act. Notwithstanding the foregoing, the decision to pay dividends is at the sole discretion of the board of directors of the Corporation. The Corporation currently pays dividends of \$0.0575 per Common Share to holders of Common Shares of record at the close of business on the last business day of each month.

Strategies of the Corporation

The Corporation seeks to generate attractive, risk-adjusted returns for investors by providing financing solutions to qualified real estate investors who require funding, and who are generally in a transitional phase of the investment process (such as redevelopment of a property). The Corporation primarily focuses on lending against properties where there is existing rental income as these assets are typically more liquid, provide less volatile security for mortgage loans and have a lower probability of default. The Corporation will also invest, on an opportunistic basis within the parameters of investment guidelines, in enhanced return portfolio investments, consisting of non-mortgage investments that offer compelling risk-adjusted returns with higher return characteristics than the primarily first mortgage portfolio.

These strategies combine to provide the Corporation with the ability to:

- obtain favourable yields and maximize returns through efficient sourcing and management of mortgage loans secured by real property;
- take advantage of yield benefits which arise from the Corporation's quick access to capital through efficient processing and management of opportunities;
- take advantage of yield benefits which arise from the Corporation's ability to offer more flexibility with loans;
- gain access to a continuous supply of mortgage investment opportunities; and
- mitigate risk in the investment selection process through the significant experience and comprehensive underwriting practises of the Manager.

The board of directors of the Corporation oversees investment guidelines established to provide the overriding risk parameters for the Corporation. These guidelines are described in more detail in the AIF under "*The Business – Investment Guidelines*", and include the following:

- no investment or activity that would result in the Corporation failing to qualify as an MIC within the meaning of the Tax Act;
- not more than 10% of the aggregate funded and committed assets can be allocated to an investment in any one real property;
- not more than 20% of the aggregate funded and committed assets can be allocated to an investment with any one borrower;
- not more than 30% of the aggregate funded and committed assets can be allocated to investments in mortgages which are secured by non-income producing non-residential assets;
- not more than 50% of the aggregate funded and committed assets can be investments in B-notes;
- not more than 20% of the aggregate funded and committed assets shall be secured by mortgages that are not first mortgages;

- not more than the percentages set out below of the Portfolio can be invested in the corresponding regions:
 - Ontario – 80%
 - Alberta – 50%
 - British Columbia – 50%
 - Quebec – 35%
 - Atlantic Provinces – 25%
 - Manitoba and Saskatchewan – 25%
 - Yukon, Northwest Territories and Nunavut – 10%
- not more than the percentages set out below of the Portfolio can be invested in mortgages secured by the product type set out below:
 - Residential and Multi-Residential Buildings – 80%
 - Office Buildings – 50%
 - Industrial Buildings – 40%
 - Retail Buildings – 40%
 - Hotels – 35%
 - Self-Storage Buildings – 35%
 - Unimproved Lands – 12%
 - Other – 10%
- on the date of funding, the maximum loan-to-value ratio of any loan shall not exceed 85%;
- total value of liabilities associated with the Portfolio will not exceed 75% of the total market value of the properties comprising the security of the aggregate funded and committed assets;
- the Corporation is permitted to invest up to 10% of the aggregate funded and committed assets in other investments; and
- the Corporation cannot make any loans to the Manager or its affiliates.

USE OF PROCEEDS

The net proceeds to the Corporation from the issue and sale of the Debentures, after payment of the Underwriters' fee of \$1,600,000 and the expenses of the Offering estimated to be \$395,000, will be approximately \$38,005,000. If the Over-Allotment Option is exercised in full, the net proceeds to the Corporation (after payment of the Underwriters' fee of \$1,840,000 and the expenses of the Offering estimated to be \$395,000) will be approximately \$43,765,000.

The Corporation intends to use the full amount of the net proceeds of the Offering to repay amounts owing under the Credit Facility – Mortgage Investments (which, as at the close of business on November 16, 2021, amounted to a total of \$420,417,000) and for general corporate purposes.

EARNINGS COVERAGE RATIOS

The following pro forma earnings coverage ratios are calculated for the 12-month periods ended December 31, 2020 and September 30, 2021, and are derived from the audited financial information of the Corporation for the 12-month period ended December 31, 2020 and the unaudited financial information of the Corporation for the three and nine month period ended September 30, 2021.

After giving effect to the Offering, and before any exercise of the Over-Allotment Option, the Corporation’s pro forma consolidated income before financing costs and income taxes for the 12-month periods ended December 31, 2020 and September 30, 2021 were \$62,591,000 and \$57,471,000, respectively. After giving effect to the Offering, and before any exercise of the Over-Allotment Option, the pro forma financing costs for the 12-month periods ended December 31, 2020 and September 30, 2021 were \$32,309,000 and \$21,674,000, respectively, resulting in an earnings coverage ratio of 1.94 and 2.65 times, respectively.

The earnings coverage ratio is equal to the Corporation’s consolidated income before financing costs and income taxes divided by financing costs. The calculation of the earnings coverage ratio includes the financing costs on all our debt securities assuming that the full principal amount of such debt securities would be characterized as debt and borrowing costs would be characterized as interest expense in the consolidated financial statements.

These earnings coverage ratios reflect historical earnings adjusted for the net impact of interest on the Debentures, as noted. The earnings coverage ratios herein have been determined based on the assumption that the net proceeds of the Offering (calculated by deducting from the gross proceeds of the Offering, the Underwriters’ fee and the estimated expenses of the Offering but before any exercise of the Over-Allotment Option) are all used to repay amounts owing under the Credit Facility – Mortgage Investments.

The pro forma earnings coverage ratios set forth above: (i) have been prepared in accordance with Canadian disclosure requirements using financial information that was prepared in accordance with International Financial Reporting Standards (“IFRS”); (ii) give effect to the issuance of the Debentures under this Prospectus Supplement as of the beginning of the applicable period; (iii) assume there are no additional earnings derived from the use of the net proceeds of the Offering; and (iv) do not purport to be indicative of earnings coverage ratios for any future periods. The pro forma earnings coverage ratio for the 12-month period ended December 31, 2020 also gives effect to the issuance of the July 2021 Debentures and the repayment of the June 2017 Debentures as of the beginning of the period.

CONSOLIDATED CAPITALIZATION

There have been no material changes in the share and loan capital of the Corporation since September 30, 2021, except that between October 1, 2021 and November 16, 2021, the Corporation has issued 89,572 Common Shares on the reinvestment of distributions under the dividend reinvestment plan (“DRIP”) of the Corporation and 426,300 Common Shares through at-the-market (“ATM”) offerings. Set forth in the table below is the capitalization of the Corporation as at September 30, 2021 and as at September 30, 2021 (after giving effect to the Offering).

	Authorized	Outstanding as at September 30, 2021	Outstanding as at September 30, 2021 (after giving effect to the Offering)
Common Shares	Unlimited	81,547,819 Common Shares	81,547,819 Common Shares
Shareholders’ Equity	N/A	\$688,558,553	\$688,558,553
June 2017 Debentures	\$45,000,000 ⁽¹⁾	\$43,931,371 ⁽²⁾	\$43,931,371 ⁽²⁾
July 2021 Debentures	\$55,000,000 ⁽³⁾	\$51,163,084 ⁽⁴⁾	\$51,163,084 ⁽⁴⁾
Debentures	\$40,000,000 ⁽⁵⁾⁽⁶⁾	Nil	\$38,005,000 ⁽⁷⁾

Credit Facilities	\$565,690,000 ⁽⁸⁾⁽⁹⁾	\$431,887,873	\$393,882,873
Total Capitalization	N/A	81,547,819 Common Shares	81,547,819 Common Shares
		\$1,215,540,881	\$1,215,540,881

Notes:

- (1) \$40,000,000 principal amount of June 2017 Debentures were issued by the Corporation pursuant to the fourth supplemental indenture entered into between the Corporation and the Debenture Trustee (as defined herein) dated June 13, 2017 (the “**Fourth Supplemental Indenture**”). Subsequently, on June 27, 2017, the Corporation issued an additional \$5,000,000 principal amount of June 2017 Debentures pursuant to the exercise by the underwriters of the over-allotment option in respect of the offering of June 2017 Debentures.
- (2) This amount is net of unamortized issue costs and the reclassification of the equity component in respect of the offering of the June 2017 Debentures (as reflected in the Corporation’s balance sheet as of September 30, 2021).
- (3) \$50,000,000 principal amount of July 2021 Debentures were issued by the Corporation pursuant to the fifth supplemental indenture entered into between the Corporation and the Debenture Trustee dated July 8, 2021 (the “**Fifth Supplemental Indenture**”). Subsequently, on July 15, 2021, the Corporation issued an additional \$5,000,000 principal amount of July 2021 Debentures pursuant to the exercise by the underwriters of the over-allotment option in respect of the offering of July 2021 Debentures.
- (4) This amount is net of unamortized issue costs and the reclassification of the equity component in respect of the offering of the July 2021 Debentures (as reflected in the Corporation’s balance sheet as of September 30, 2021).
- (5) Before deducting the Underwriter’s fee for the Offering. Excludes up to \$6,000,000 principal amount of Debentures which may be issued on exercise of the Over-Allotment Option. See “*Plan of Distribution*”.
- (6) Represents the face value of the Debentures without deducting the fair value of the conversion option (being the equity component of the Debentures). In accordance with IFRS, the Debentures will be included as a liability, net of the fair value of the conversion feature, which will be included as equity, and net of issue costs. The portion of the Debentures classified as a liability will be accreted by a charge to interest expense over the term.
- (7) This amount assumes that the full principal would be characterized as debt and is net of the Underwriters’ fee and expenses of the Offering, estimated to be \$1,600,000 and \$395,000, respectively, which, together will be payable from the proceeds of the Offering.
- (8) A syndicate of lenders provides the Corporation’s existing revolving credit facility (the “**Credit Agreement**”) with a total commitment of \$535 million (which includes a \$20 million swingline facility), with The Toronto-Dominion Bank acting as sole lead arranger, sole book-runner and administration agent (the “**Credit Facility – Mortgage Investments**”). The commitments of the lenders under the Credit Facility – Mortgage Investments may be increased by \$100 million by way of an accordion feature, subject to satisfaction of certain conditions set forth in the Credit Agreement. The Credit Facility – Mortgage Investments is used for day to day working capital requirements of the Corporation and for other general corporate purposes, particularly the funding of mortgage loans. The Credit Facility – Mortgage Investments is secured by a general security agreement over all of the Corporation’s assets and guaranteed by each of TMIF, 2292912 and CILO II which is secured by a general security agreement over all of each of their respective assets. On May 10, 2021, the Corporation entered into a seventh amendment to the Credit Agreement to, among other things, extend the term of the facility to May 10, 2023. As at September 30, 2021, \$401.2 million was outstanding under the Credit Facility – Mortgage Investments. As at the close of business on November 16, 2021, a total of \$420.4 million was outstanding under the Credit Facility – Mortgage Investments. As at the date of this Prospectus Supplement, the Corporation is in compliance with the terms of the Credit Facility – Mortgage Investments and no breach of the Credit Facility – Mortgage Investments has been waived by the lenders party to the Credit Agreement.
- (9) On August 16, 2017, the Corporation acquired a 20.46% undivided beneficial interest in 14 investment properties. Concurrently with the acquisition, the Corporation and the co-owners entered into a credit agreement with a Schedule 1 Bank (the “**Credit Facility – Investment Properties**”) and together with the Credit Facility – Mortgage Investments, the “**Credit Facilities**”). The Corporation provided a guarantee of TMIF’s obligations under the Credit Facility – Investment Properties, whose share of the outstanding amounts under the Credit Facility – Investment Properties was \$30.7 million as at September 30, 2021. The Credit Facility – Investment Properties matured on October 9, 2020, but was extended to October 9, 2021. Subsequent to September 30, 2021 the maturity date was extended to January 10, 2022. The Credit Facility – Investment Properties is secured by a first charge on specific assets. TMIF’s share of the carrying value of the investment properties is \$47.9 million. As at the close of business on November 16, 2021, the Corporation’s share of the outstanding amounts under the Credit Facility – Investment Properties was \$30.69 million. As at the date of this Prospectus Supplement, the co-owners are in compliance with the terms of the Credit Facility – Investment Properties and no breach of the Credit Facility – Investment Properties has been waived by the Schedule 1 Bank.

SUMMARY DESCRIPTION OF COMMON SHARES

The Corporation is authorized to issue an unlimited number of Common Shares. As at the date of this Prospectus Supplement, there are 82,088,691 Common Shares issued and outstanding.

Holders of Common Shares are entitled to receive notice of and to attend and vote at all meetings of the Shareholders, and each Common Share confers the right to one vote in person or by proxy at all such meetings of Shareholders. In addition, certain matters, such as a change in the Manager, or a reorganization of the Corporation will, subject to certain exceptions, require approval by a resolution passed by at least 66 2/3% of the votes cast by the holders of the Common Shares at a meeting called and held for the consideration of such matter.

No Shareholder is permitted to hold at any time, directly or indirectly, together with any “related persons” (within the meaning ascribed to that term in the Tax Act as it relates to the description of the number of shares that may be

held by shareholders of a “mortgage investment corporation”, as such term is defined in the Tax Act), more than 25% of the Common Shares.

In the event that, as determined by the board of directors of the Corporation in its sole discretion, any transaction affecting any Common Shares (each a “**Triggering Transaction**”), if completed, would cause any holder(s) of such Common Shares (each an “**Automatic Repurchase Shareholder**”), together with any “related persons” (as described above), to hold more than 25% of the Common Shares, that portion of such Common Shares held by each Automatic Repurchase Shareholder which constitutes in excess of 24.9% of the Common Shares (the “**Repurchased Shares**”) will, simultaneously with the completion of a Triggering Transaction, automatically be deemed to have been repurchased by the Corporation (an “**Automatic Repurchase**”) without any further action by the Corporation or the Automatic Repurchase Shareholder. The purchase price for any Repurchased Shares will be equal to the 10-day volume weighted average trading price of the Common Shares on the TSX for the 10 days prior to the date of the Triggering Transaction. The proceeds of any Automatic Repurchase will be remitted to each applicable Automatic Repurchase Shareholder within 30 days of the Automatic Repurchase.

For more details on the attributes and characteristics of the Common Shares, please refer to the AIF.

DESCRIPTION OF DEBENTURES BEING DISTRIBUTED

The following is a summary of the material attributes and characteristics of the Debentures and is subject to, and qualified in its entirety by, reference to the terms of the trust indenture dated as of February 25, 2014 (the “**Initial Indenture**”) between the Corporation (as successor-in-interest to Timbercreek Mortgage Investment Corporation) and Computershare Trust Company of Canada (the “**Debenture Trustee**”), as trustee, as amended and supplemented by a first supplemental indenture dated June 30, 2016, a second supplemental indenture dated July 29, 2016, a third supplemental indenture dated February 7, 2017, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture and a sixth supplemental indenture to be dated as of the Closing Date between the Corporation and the Debenture Trustee, as trustee (the Initial Indenture, as so amended and supplemented, the “**Indenture**”). The Debentures will be created and issued pursuant to the Indenture, which shall set forth the terms and conditions relating to the Debentures. This summary does not purport to be complete and for full particulars, reference should be made to the Indenture. When used in this Prospectus Supplement, the following terms have the respective meanings set forth below:

“**Change of Control**” means the acquisition by any person, or group of persons acting jointly or in concert, of voting control or direction of an aggregate of 66 2/3% or more of the outstanding Common Shares, or securities convertible into or carrying the right to acquire 66 2/3% or more of the Common Shares;

“**Current Market Price**” means, as of any date, the price per Common Share equal to the Weighted Average Price at which the Common Shares have traded on the TSX, or if the Common Shares are not listed thereon, such other recognized stock exchange or over-the-counter market upon which the Common Shares are listed and primarily trade from time to time, during a period of 20 consecutive trading days, ending on the fifth trading day preceding such date;

“**Interest Payment Date**” means, in respect of the Debentures, June 30 and December 31 in each year while the Debentures are outstanding (or the immediately following business day if any interest payment date is not a business day), with the first interest payment occurring on June 30, 2022; and

“**Weighted Average Price**” means, with respect to the Common Shares, for any period, the amount obtained by dividing the aggregate sale price of all Common Shares sold during such period on the TSX, or if the Common Shares are not listed thereon, such other recognized stock exchange or over-the-counter market upon which the Common Shares are listed and primarily trade from time to time by the total number of Common Shares so sold.

Debentures, Interest Rate and Maturity

The Debentures will be issued under and governed by the Indenture and will be in the aggregate principal amount of \$40,000,000 (plus up to an additional \$6,000,000 aggregate principal amount of Debentures which may be issued upon exercise of the Over-Allotment Option). We may, from time to time, without the consent of the holders of the

Debentures, issue additional debentures of the same series or of a different series under the Indenture, in addition to the Debentures offered hereby.

The Debentures will be dated as of the closing of the Offering and will mature on December 31, 2028. The Debentures are repayable in full on the Maturity Date, subject to the prior redemption thereof. The Debentures will be issuable only in denominations of \$1,000 and integral multiples thereof. There will be 40,000 Debentures issued, subject to up to an additional 6,000 Debentures being issued pursuant to the exercise of the Over-Allotment Option. At the closing of the Offering, the Debentures will be available for delivery in book-entry form only, subject to certain exceptions, through the facilities of CDS. Subject to certain exceptions, holders of beneficial interests in Debentures will not have the right to receive physical certificates evidencing their ownership of Debentures. See “*Book-Entry, Delivery and Form*”. No fractional Debentures will be issued.

The Debentures will bear interest from and including the date of issue at 5.00% per annum. Interest is payable semi-annually, in arrears, on June 30 and December 31 in each year (or the immediately following business day if any interest payment date is not a business day), with the first interest payment occurring on June 30, 2022. The first interest payment will include interest accrued from, and including, the Closing Date to, but excluding, June 30, 2022.

The principal amount of the Debentures will be payable in lawful money of Canada or, at the Corporation’s option and subject to applicable regulatory approval, by delivery of Common Shares as further described under “*Payment upon Redemption or Maturity*” and “*Redemption and Purchase*”. The interest on the Debentures will be payable in lawful money of Canada or, at the Corporation’s option and subject to applicable regulatory approval, by delivery of Common Shares to the Debenture Trustee to sell for cash proceeds to satisfy the interest in accordance with the Indenture as described under “*Share Interest Payment Option*”.

The Debentures will be direct obligations of the Corporation and will not be secured by any mortgage, pledge, hypothecation or other charge and will be subordinated to our other liabilities as described under “*Subordination*”. The Indenture does not and will not restrict us from incurring additional indebtedness for borrowed money or from mortgaging, pledging or charging our properties to secure any indebtedness.

Conversion Privilege

Each Debenture will be convertible into fully paid and non-assessable Common Shares, at the option of the holder, at any time prior to the close of business on the earlier of the business day immediately preceding the Maturity Date and, if called for redemption, the business day immediately preceding the date fixed for redemption of the Debentures, at the Conversion Price, subject to adjustment upon the occurrence of certain events as described in the Indenture. No adjustment will be made for dividends or other distributions on Common Shares issuable upon conversion; however, holders converting their Debentures will receive accrued and unpaid interest thereon for the period from and including the date of the last Interest Payment Date thereon (or the date of issuance of the Debentures if no interest has yet been paid by the Corporation) upon the occurrence of either of the following events: (a) regular dividends on the Common Shares have not been suspended, to, and including, the last record date set by the Corporation for determining Shareholders entitled to receive a dividend on the Common Shares occurring prior to the date of conversion; or (b) regular dividends on the Common Shares have been suspended, to, but excluding, the date of conversion, and such holders shall become holders of record of Common Shares on the business day immediately after the date of conversion. Notwithstanding the foregoing, no Debenture may be converted on an Interest Payment Date or during the five business days preceding any such Interest Payment Date. Holders of Debentures surrendered for conversion on an Interest Payment Date or during the five preceding business days shall not become the holders of record of Common Shares until the business day following such Interest Payment Date.

Subject to the provisions thereof, the Indenture provides for the adjustment of the Conversion Price upon the occurrence of certain events, including: (a) the subdivision or consolidation of the outstanding Common Shares; (b) the distribution of Common Shares to holders of Common Shares by way of dividend, distribution or otherwise other than an issue of securities to holders of Common Shares who have elected to receive dividends or other distributions in the form of Common Shares in lieu of receiving cash dividends or other distributions paid in the ordinary course; (c) the issuance of options, rights or warrants to holders of Common Shares entitling them to acquire Common Shares or securities convertible into Common Shares at less than 95% of the then Current Market

Price; and (d) the distribution to all or substantially all the holders of Common Shares of any securities or assets (other than Common Shares, and distributions in securities paid in lieu of cash dividends or other distributions in the ordinary course). There will be no adjustment of the Conversion Price in respect of any event described in the foregoing (b), (c) or (d) if the holders of the Debentures are allowed to participate as though they had converted their Debentures prior to the applicable record date or effective date. The Corporation will not be required to make adjustments in the Conversion Price unless the cumulative effect of such adjustments would change the Conversion Price by at least 1%. However, the Corporation will carry forward any adjustments that are less than 1% of the Conversion Price and take them into account when determining subsequent adjustments.

In the case of any reclassification or capital reorganization (other than a change resulting from consolidation or subdivision) of the Common Shares or in the case of any consolidation, amalgamation or merger of the Corporation with or into any other entity, or in the case of any sale or conveyance of the properties and assets of the Corporation as, or substantially as, an entirety to any other entity, or a liquidation, dissolution or winding-up of the Corporation, the terms of the conversion privilege shall be adjusted so that each holder of a Debenture shall, after such reclassification, capital reorganization, consolidation, amalgamation, merger, sale, conveyance, liquidation, dissolution or winding-up, be entitled to receive the number of Common Shares or other securities, or other property on the exercise of the conversion right of the Debentures that such holder would be entitled to receive if on the record date or the effective date thereof, as the case may be, it had been the holder of the number of Common Shares into which the Debenture was convertible prior to the effective date of such reclassification, capital reorganization, consolidation, amalgamation, merger, sale, conveyance, liquidation, dissolution or winding-up.

No fractional Common Shares will be issued on any conversion but in lieu thereof we shall satisfy fractional interests by a cash payment equal to the Current Market Price of any fractional interest.

Redemption and Purchase

Other than as noted below in the event of the satisfaction of certain conditions after a Change of Control, the Debentures will not be redeemable prior to December 31, 2024. On and after December 31, 2024, but prior to December 31, 2026, the Debentures will be redeemable, in whole or in part, from time to time at the Corporation's sole option at a price equal to the principal amount thereof, plus accrued and unpaid interest up to, but excluding, the date of redemption, on not more than 60 days' and not less than 30 days' prior written notice, provided that the Current Market Price as of the date on which notice of redemption is given is not less than 125% of the Conversion Price. On or after December 31, 2026 and prior to the Maturity Date, the Debentures will be redeemable, in whole or in part, from time to time at the Corporation's sole option at a price equal to the principal amount thereof, plus accrued and unpaid interest up to, but excluding, the date of redemption, on not more than 60 days' and not less than 30 days' prior written notice.

In the case of redemption of less than all of the Debentures, the Debentures to be redeemed will be selected by the Debenture Trustee on a *pro rata* basis or in such other manner as the Debenture Trustee deems equitable, subject to compliance with applicable securities legislation and any required consent of the TSX or such other recognized stock exchange upon which the Common Shares are listed.

Provided that no Event of Default (as defined below) has occurred and is continuing, the Corporation will have the right to purchase Debentures in the market, by tender or by private contract or otherwise, subject to compliance with all applicable laws and regulatory requirements and any necessary regulatory or other approvals. All Debentures so purchased may, at the Corporation's option, be delivered to the Debenture Trustee and shall be cancelled and no Debentures shall be issued in substitution therefor.

Payment upon Redemption or Maturity

On redemption or at maturity, the Corporation will repay the indebtedness represented by the Debentures by paying to the Debenture Trustee in lawful money of Canada an amount required to repay the principal amount of the outstanding Debentures which are to be redeemed or which have matured, together with accrued and unpaid interest thereon to, but excluding, the redemption date or Maturity Date, as the case may be.

The Corporation may, at its option, on not more than 60 days' and not less than 40 days' prior written notice and subject to applicable regulatory and/or stock exchange approvals and provided that no Event of Default has occurred

and is continuing, elect to satisfy its obligation to repay all or any portion of the principal amount of and premium (if any) on the Debentures that are to be redeemed or that are to mature, as the case may be, by issuing and delivering Common Shares that are freely-tradable in Canada to the holders of the Debentures (the “**Share Payment Option**”). Any accrued and unpaid interest thereon will be paid in cash. The number of Common Shares to be issued in respect of each Debenture will be determined by dividing the principal amount of the Debentures that are to be redeemed or that have matured by 95% of the Current Market Price as of the date fixed for redemption or the Maturity Date, as the case may be. A holder of Debentures shall be treated as a holder of record of Common Shares immediately after the close of business on the redemption date or the Maturity Date, as the case may be. No fractional Common Shares will be issued on redemption or maturity but in lieu thereof the Corporation shall satisfy fractional interests by a cash payment equal to the Current Market Price of any fractional interest.

Restriction on Share Payment

The Corporation shall not, directly or indirectly (through a subsidiary or otherwise), undertake or announce any rights offering, issuance of securities, subdivision of the Common Shares, dividend or other distribution on the Common Shares or any other securities, capital reorganization, reclassification or any similar type of transaction in which: (a) the number of securities to be issued; (b) the price at which securities are to be issued, converted or exchanged; or (c) any property or cash that is to be distributed or allocated, is in whole or in part based upon, determined in reference to, related to or a function of, directly or indirectly, (i) the exercise or potential exercise of the Share Payment Option, or (ii) the Current Market Price determined in connection with the exercise or potential exercise of the Share Payment Option.

Share Interest Payment Option

The Corporation may elect, by notice (the “**Share Interest Payment Notice**”) to the Debenture Trustee, from time to time, subject to regulatory and/or stock exchange or marketplace approvals and provided that no Event of Default has occurred and is continuing, to satisfy its obligation to pay all or part of the interest on the Debentures (the “**Interest Obligation**”) on any Interest Payment Date: (a) in cash; (b) by delivering a sufficient number of Common Shares that are freely tradeable in Canada to the Debenture Trustee in accordance with the Indenture for sale by the Debenture Trustee (the “**Share Interest Payment Election**”), in which event holders of Debentures will be entitled to receive a cash payment equal to the Interest Obligation payable from the proceeds of the sale of such Common Shares by the Debenture Trustee; or (c) any combination of the foregoing (a) and (b). The Indenture provides that, upon such election, the Debenture Trustee shall: (a) accept delivery of the Common Shares from the Corporation; (b) settle the sale of such Common Shares, on behalf of the Corporation, as the Corporation shall direct in its absolute discretion, through the investment banks, brokers or dealers identified by the Corporation in the Share Interest Payment Notice and at the price identified therein; (c) at the written direction of the Corporation and subject to any required regulatory and/or stock exchange or marketplace approval, settle the sale of such Common Shares, as the Corporation shall direct in writing and at the price specified, over the facilities of the TSX or such other exchange or marketplace on which the Common Shares are then listed or quoted for trading; (d) invest the proceeds of such sales on the Corporation’s direction in permitted short-term Canadian government obligations (as defined in the Indenture) which mature prior to the applicable Interest Payment Date; (e) use such proceeds, together with proceeds from the sale of Common Shares not invested as set out above, to pay the Interest Obligation in respect of which the Share Interest Payment Election was made; (f) deliver proceeds to holders of the Debentures, to satisfy all or any part of the Interest Obligation as directed by the Corporation in the Share Interest Payment Notice; and (g) perform any other action necessarily incidental thereto as directed by the Corporation in its absolute discretion with the consent of the Debenture Trustee.

The Indenture sets forth the procedures to be followed by the Corporation and the Debenture Trustee in order to effect the Share Interest Payment Election. If a Share Interest Payment Election is made, the sole right of a holder of Debentures in respect of interest will be to receive cash from the Debenture Trustee out of the proceeds of the sale of Common Shares (plus any cash amount received by the Debenture Trustee from us attributable to any fractional Common Shares) in full satisfaction of the Interest Obligation, and the holder of such Debentures will have no further recourse to the Corporation in respect of the Interest Obligation.

Neither the making of the Share Interest Payment Election by the Corporation nor the consummation of sales of Common Shares will: (a) result in the holders of the Debentures not being entitled to receive on the applicable

Interest Payment Date cash in the aggregate amount equal to the interest payable on such Interest Payment Date; or (b) entitle such holders to receive any Common Shares in satisfaction of the Interest Obligation.

Subordination

The payment of the principal of, and interest on, the Debentures will be subordinated in right of payment, as set forth in the Indenture, to the prior payment in full of all Senior Indebtedness (as hereinafter defined) and indebtedness to trade creditors of the Corporation, including indebtedness under our present and future bank credit facilities (including the Credit Facility – Mortgage Investments) and any other secured creditors. “**Senior Indebtedness**” is defined in the Indenture as the principal of and premium, if any, and interest on and other amounts payable (if any) in respect of all indebtedness of the Corporation (whether outstanding as at the date of the Indenture or thereafter incurred) other than indebtedness evidenced by the Debentures and all other existing and future debentures or other instruments of the Corporation which, by the terms of the instrument creating or evidencing the indebtedness, is expressed to be *pari passu* with, or subordinate in right of payment to, the Debentures. Subject to statutory or preferred exceptions or as may be specified by the terms of any particular securities, each Debenture issued under the Indenture will rank *pari passu* with each other debenture of the same series issued under the Indenture and with all other present and future subordinated and unsecured indebtedness of the Corporation except for sinking fund provisions (if any) applicable to different series of debentures or similar obligations of the Corporation. The Debentures will not limit the Corporation’s ability to incur additional indebtedness, including indebtedness that ranks senior to the Debentures, or from mortgaging, pledging or charging its properties to secure any indebtedness.

The Indenture provides that in the event of any insolvency or bankruptcy proceedings, or any receivership, liquidation, reorganization or other similar proceedings relative to us, or to our property or assets, or in the event of any proceedings for voluntary liquidation, dissolution or other winding-up of the Corporation, whether or not involving insolvency or bankruptcy, or any marshalling of the assets and liabilities of the Corporation, then those holders of Senior Indebtedness, including any indebtedness to trade creditors, will receive payment in full before the holders of Debentures will be entitled to receive any payment or distribution of any kind or character, whether in cash, property or securities, which may be payable or deliverable in any such event in respect of any of the Debentures or any unpaid interest accrued thereon. The Indenture also provides that we will not make any payment, and the holders of the Debentures will not be entitled to demand, accelerate, institute proceedings for the collection of, or receive any payment or benefit (including, without any limitation, by set-off, combination of accounts, realization of security or otherwise in any manner whatsoever) on account of indebtedness represented by the Debentures: (a) in a manner inconsistent with the terms (as they exist on the date of issue) of the Debentures; (b) at any time when a default or an event of default has occurred under any Senior Indebtedness and is continuing and the notice of such default or event of default has been given by or on behalf of the holders of Senior Indebtedness to the Corporation, unless the Senior Indebtedness has been repaid in full; or (c) if the making of the payment on account of the indebtedness represented in the Debentures would create, by the giving of notice or the lapse of time, an event of default under the Senior Indebtedness unless the Senior Indebtedness that would be in default has been repaid in full.

As at the date hereof, the Corporation is a borrower under the Credit Facilities. See “*Consolidated Capitalization*”. The Debentures will be subordinated and postponed in right of payment to the prior payment in full of all indebtedness under the Credit Facilities.

Change of Control of the Corporation

Within 30 days following the Corporation becoming aware (whether by disclosure in a public filing or press release or otherwise) of the occurrence of a Change of Control, the Corporation shall be required to make an offer in writing to the holders of Debentures to, at the holder’s election, purchase the Debentures then outstanding (the “**Debenture Offer**”) at a price equal to 101% of the principal amount thereof plus accrued and unpaid interest (the “**Debenture Offer Price**”).

The Indenture contains notification and repurchase provisions requiring that the Corporation give written notice to the Debenture Trustee of the occurrence of a Change of Control within 30 days of such event together with the Debenture Offer. The Debenture Trustee will thereafter promptly mail to each holder of Debentures a written notice of the Change of Control together with a copy of the Debenture Offer to repurchase all the outstanding Debentures.

If 90% or more of the aggregate principal amount of the Debentures outstanding on the date of the giving of notice of the Change of Control have been tendered to the Corporation pursuant to the Debenture Offer, the Corporation will have the right to redeem all the remaining Debentures at the Debenture Offer Price. Notice of such redemption must be given by the Corporation to the Debenture Trustee within 10 days following the expiry of the Debenture Offer, and promptly thereafter, by the Debenture Trustee to the holders of the Debentures not tendered pursuant to the Debenture Offer.

Events of Default

The Indenture provides that an “**Event of Default**” in respect of the Debentures will occur if any one or more of the following described events has occurred and is continuing with respect to the Debentures: (a) failure for 10 days to pay interest on the Debentures when due; (b) failure to pay principal or premium, if any, when due on the Debentures, whether at maturity, upon redemption, by declaration or otherwise; (c) default in the observance or performance of any material covenant or condition of the Indenture by the Corporation and continuance of such default for a period of 30 days after notice in writing has been given by the Debenture Trustee to the Corporation specifying such default and requiring the Corporation to rectify the same; (d) certain events of bankruptcy, insolvency or reorganization of the Corporation under bankruptcy or insolvency laws as described in the Indenture; (e) if a resolution is passed for the winding-up or liquidation of the Corporation except as permitted under the Indenture; or (f) if any proceedings with respect to the Corporation are taken with respect to a compromise or arrangement, with respect to creditors of the Corporation generally, under the applicable legislation of any jurisdiction.

If an Event of Default has occurred and is continuing, the Debenture Trustee may, in its discretion, and shall upon prior funding and indemnity and the request of holders of not less than 25% of the principal amount of the debentures then outstanding under the Indenture, declare the principal of and interest on all such outstanding debentures to be immediately due and payable. In certain cases, the holders of more than 50% of the principal amount of the debentures then outstanding under the Indenture may, on behalf of the holders of all such outstanding debentures, waive any Event of Default and/or cancel any such declaration upon such terms and conditions as such holders shall prescribe, provided that no act or omission of either the Debenture Trustee or of the holders of debentures will extend to or be taken in any manner whatsoever to affect any subsequent Event of Default or the rights resulting therefrom.

Offers for Debentures

The Indenture contains provisions to the effect that if an offer is made for the debentures issued under the Indenture which is a “take-over bid” for the debentures within the meaning of National Instrument 62-104 – *Take-over Bids and Issuer Bids* and, within the time provided in the offer or within 120 days after the date the offer is made, not less than 90% of the outstanding principal amount of the debentures issued under the Indenture (other than debentures beneficially owned or controlled at the date of the take-over bid by or on behalf of the offeror, any associates or affiliates of the offeror or any person acting jointly or in concert with the offeror) are taken up and paid for by the offeror, the offeror will be entitled to acquire the debentures held by holders of debentures who did not accept the offer on the same terms offered by the offeror.

Consolidation, Mergers or Sales of Assets

The Indenture provides that the Corporation may not enter into any transaction or series of transactions whereby all or substantially all of its undertaking, property or assets would become the property of any other person or entity (the “**Successor**”) whether by way of reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale, conveyance, lease or otherwise, unless:

- (a) prior to or contemporaneously with the consummation of such transaction, the Corporation and the Successor shall have executed such instruments and done such things as, in the opinion of legal counsel to the Debenture Trustee or in the opinion of legal counsel to the Corporation that is acceptable to the Debenture Trustee, are necessary or advisable to establish that upon the consummation of such transaction:

- (i) the Successor will have assumed all our covenants and obligations under the Indenture in respect of the debentures issued under the Indenture;
 - (ii) the debentures issued under the Indenture will be valid and binding obligations of the Successor entitling the holders thereof, as against the Successor, to all the rights of holders of the debentures under the Indenture;
 - (iii) in the case of a Successor organized otherwise than under the laws of the Province of Ontario, such Successor shall attorn to the jurisdiction of the courts of the Province of Ontario;
 - (iv) the securities of the Successor to be issued upon the conversion, redemption or maturity of the debentures issued under the Indenture, if any, will at the time of consummation of such transaction be freely tradeable under applicable Canadian securities laws and listed on the TSX or another recognized stock exchange or marketplace; and
 - (v) the Successor shall have reserved for issuance a sufficient number of securities to satisfy the Successor's obligations to issue such securities under the Indenture;
- (b) such transaction, in the opinion of the legal counsel of the Debenture Trustee or legal counsel of the Corporation that is acceptable to the Debenture Trustee acting reasonably, shall be on such terms as to substantially preserve and not impair any of the rights and powers of the Debenture Trustee or of the holders of debentures issued under the Indenture; and
 - (c) no condition or event shall exist as to the Corporation (at the time of such transaction) or the Successor (immediately after the time of such transaction) and after giving full effect thereto or immediately after the Successor shall become liable to pay the principal monies, premium, if any, interest and other monies due or which may become due under the Indenture, which constitutes or would constitute an Event of Default.

Upon the assumption of the Corporation's obligations by such Successor in such circumstances, subject to certain exceptions, the Corporation shall be discharged from all obligations under the Indenture and the debentures issued thereunder. Although such transactions are permitted under the Indenture, certain of the foregoing transactions occurring could constitute a Change of Control, which would provide holders of the debentures issued under the Indenture with the right to require us to repurchase their debentures at a price equal to 101% of the principal amount of such debentures plus accrued and unpaid interest thereof, as described above under "*Change of Control of the Corporation*". An assumption of the Corporation's obligations under the Indenture and the debentures issued thereunder by such Successor might be deemed for Canadian federal income tax purposes to be an exchange of such debentures for new debentures by the holders thereof, resulting in recognition of gains or losses for such purposes and possibly other adverse tax consequences to the holders. Holders of Debentures should consult their own tax advisors regarding the tax consequences of such an assumption.

Modification

The rights of the holders of the Debentures as well as any other series of debentures that may be issued under the Indenture may be modified in accordance with the terms of the Indenture. For that purpose, among others, the Indenture contains certain provisions that will make binding on all holders of Debentures resolutions passed at meetings of the holders of Debentures by votes cast thereat by holders of not less than 66 2/3% of the principal amount of the Debentures present at the meeting or represented by proxy, or rendered by instruments in writing signed by the holders of not less than 66 2/3% of the principal amount of the Debentures then outstanding. In certain cases, the modification will, instead or in addition, require assent by the holders of the required percentage of Debentures of each particularly affected series.

No Fractional Shares

No fractional Common Shares will be issued on any conversion of the Debentures, but in lieu thereof, the Corporation shall satisfy fractional interests by a cash payment equal to the Current Market Price of each such fractional interest.

Book-Entry, Delivery and Form

It is anticipated that, except in certain limited circumstances, the Debentures will be issued in “book-entry only” form and must be purchased or transferred through a participant in the depository service of CDS (a “**Participant**”). On the closing of the Offering, the Debenture Trustee will cause the Debentures to be delivered to CDS and registered in the name of its nominee. The Debentures will be evidenced by a single book-entry only certificate. Registration of interests in and transfers of the Debentures will be made only through the depository service of CDS.

Except as described below, a purchaser acquiring a beneficial interest in the Debentures (a “**Beneficial Owner**”) will not be entitled to a certificate or other instrument from the Debenture Trustee or CDS evidencing that purchaser’s interest therein, and such purchaser will not be shown on the records maintained by CDS, except through a Participant. Such purchaser will receive a confirmation of purchase from the registered dealer from whom Debentures are purchased.

Neither the Corporation, the Debenture Trustee nor the Underwriters will assume any liability for: (a) any aspect of the records relating to the beneficial ownership of the Debentures held by CDS or the payments relating thereto; (b) maintaining, supervising or reviewing any records of CDS or any Participants relating to the Debentures; or (c) any advice or representation made by or with respect to CDS and relating to the rules governing CDS or any action to be taken by CDS or at the direction of its Participants. The rules governing CDS provide that it acts as the agent and depository for the Participants. As a result, Participants must look solely to CDS and Beneficial Owners must look solely to Participants for the payment of the principal and interest on the Debentures paid by or on behalf of the Corporation to CDS.

As indirect holders of Debentures, investors should be aware that they (subject to the situations described below): (a) may not have Debentures registered in their name; (b) may not have physical certificates representing their interest in the Debentures; (c) may not be able to sell the Debentures to institutions required by law to hold physical certificates for securities they own; and (d) may be unable to pledge Debentures as security.

The Debentures will be issued to Beneficial Owners in fully registered and certificate form (the “**Debenture Certificates**”) only if: (a) they are required to be so issued by applicable law; (b) the book-entry only system ceases to exist; (c) the Corporation or CDS advises the Debenture Trustee that CDS is no longer willing or able to properly discharge its responsibilities as depository with respect to the Debentures or CDS ceases to be eligible to be a depository and the Corporation has not yet appointed a qualified successor at the time; (d) the Corporation, at its option, decides to terminate the book-entry only system through CDS; or (e) after the occurrence of an Event of Default, Participants acting on behalf of Beneficial Owners representing, in the aggregate, not less than 25% of the aggregate principal amount of the Debentures then outstanding advise CDS in writing that the continuation of a book-entry only system through CDS is no longer in their best interest, provided the Debenture Trustee has not waived the Event of Default in accordance with the terms of the Indenture.

Upon the occurrence of any of the events described in the immediately preceding paragraph, the Debenture Trustee must notify CDS, for and on behalf of Participants and Beneficial Owners, of the availability through CDS of Debenture Certificates. Upon surrender by CDS of the single certificate representing the Debentures and receipt of instructions from CDS for the new registrations, the Debenture Trustee will deliver the Debentures in the form of Debenture Certificates and thereafter we will recognize the holders of such Debenture Certificates as debentureholders under the Indenture.

Payments

As long as CDS or its nominee is the registered holder of Debentures, CDS or its nominee will be considered the sole legal owner of such Debentures for the purposes of receiving payments of interest and principal on such Debentures and for all other purposes under the Indenture and such Debentures. Interest payments on Debentures

registered in the name of CDS or its nominee will be made by electronic funds transfer or other means acceptable to the Debenture Trustee by no later than 10:00 a.m. (Toronto, Ontario local time) on the day interest is payable and delivered to CDS or its nominee, as the case may be.

The Corporation understands that CDS or its nominee, upon receipt of any payment of interest or principal in respect of the Debentures registered to CDS or its nominee, will credit Participants' accounts, on the date interest or principal is payable, with payments in amounts proportionate to their respective beneficial interest in the principal amount of such Debentures as shown in the records of CDS or its nominee. The Corporation also understands that payments of interest and principal by Participants to owners of beneficial interest in such Debentures held through such Participants will be governed by standing instructions and customary practices and will be the responsibility of the Participants. The Corporation's responsibility and liability in respect of payments on Debentures registered in the name of CDS or its nominee is limited solely and exclusively to making payment of any interest and principal due on such Debentures to CDS or its nominee.

Except in certain limited circumstances, interest paid on the Debentures will be paid directly to CDS while the book-entry only system is in effect. If Debenture Certificates are issued, interest will be required to be paid by cheque drawn on the Corporation and sent by prepaid mail to the registered holder or by such other means as may become customary for the payment of interest. Payment of principal, including payment in the form of Common Shares, if applicable, and the interest due, at maturity or on a redemption date, will be required to be paid directly to CDS while the book-entry only system is in effect. If Debenture Certificates are issued, payment of principal, including payment in the form of Common Shares, if applicable, and the interest due, at maturity or on a redemption date, will be required to be paid upon surrender thereof at any office of the Debenture Trustee or as otherwise specified in the Indenture.

The Corporation or the Debenture Trustee will make any withholdings or deductions from all payments on the Debentures in respect of taxes required by law or by the interpretation or administration thereof and will remit the full amount withheld or deducted to the relevant taxing authority in accordance with applicable law.

Governing Law

The Indenture and the Debentures will be governed by and construed in accordance with the laws of the Province of Ontario. The Corporation will submit to the non-exclusive jurisdiction of any court of the Province of Ontario for purposes of all legal actions and proceedings instituted in connection with the Indenture and the Debentures.

PLAN OF DISTRIBUTION

Under an agreement (the "**Underwriting Agreement**") dated November 17, 2021 between the Corporation and the Underwriters, the Corporation has agreed to sell and the Underwriters have agreed to purchase on the Closing Date, subject to the terms and conditions contained therein, \$40,000,000 aggregate principal amount of Debentures at a price of \$1,000 per Debenture payable in cash to us against delivery. In connection with the Offering, the Corporation has agreed to pay the Underwriters a fee of \$40 per \$1,000 principal amount of Debentures issued by us (or 4.0% of the total gross proceeds of the Offering) for aggregate consideration of \$1,600,000 for their services performed in connection with the Offering, upon completion of the Offering. The obligations of the Underwriters under the Underwriting Agreement are several and not joint and may be terminated at their discretion upon the occurrence of certain stated events, including, among others: (a) any inquiry, investigation or other proceeding is commenced or any order is issued under or pursuant to any statute of Canada or of any province or territory of Canada or otherwise, or there is any change of law, or the interpretation or administration thereof, which in the reasonable opinion of the Underwriters operates to prevent or restrict the trading or distribution of the Debentures or the Common Shares; (b) any material change in the financial condition, assets, liabilities, business, affairs or operations of the Corporation or any change in any material fact contained or referred to in this Prospectus Supplement; (c) any event, action, state, condition or major financial occurrence of national or international consequence or any law or regulation; (d) any change or proposed change in the tax laws of Canada or the United States, the regulations thereunder, current administrative decisions or practices or court decisions or any other applicable rules or the interpretation or administration thereof; and (e) an order by any securities regulatory authority which restricts in any manner the distribution of the Debentures or trading in the Debentures which remains outstanding for a sufficient length of time, each of which in the reasonable opinion of the Underwriters could be

expected to have a material adverse effect on the market price or value of the Debentures. Subject to certain exceptions contained in the Underwriting Agreement, if an Underwriter fails to purchase the Debentures which it has agreed to purchase, the other Underwriters may, but are not obligated to, purchase such Debentures. The Underwriters are, however, obligated to take up and pay for all the Debentures if any Debentures are purchased under the Underwriting Agreement.

The Offering Price and the terms of the Debentures was determined by negotiation between us and the Underwriters with reference to prevailing market conditions. All fees payable to the Underwriters will be paid on account of services rendered in connection with the Offering and will be paid from the proceeds of the Offering.

The Corporation has also granted the Underwriters the Over-Allotment Option, exercisable at the Underwriters' sole option and without obligation, in whole or in part, at any time and from time to time up to 30 days after the Closing Date, to purchase up to an additional \$6,000,000 aggregate principal amount of the Debentures at a price of \$1,000 per Debenture on the same terms as set out above to cover over-allotments, if any, and for market stabilization purposes. If the Over-Allotment Option is exercised in full, the price to the public, Underwriters' fee and net proceeds to the Corporation (before payment of the estimated expenses of the Offering) will be \$46,000,000, \$1,840,000 and \$44,160,000, respectively. This Prospectus Supplement also qualifies for distribution the grant of the Over-Allotment Option and the distribution of any Debentures pursuant to the exercise of the Over-Allotment Option. A purchaser who acquires Debentures forming part of the Underwriters' over-allocation position acquires those securities under this Prospectus Supplement, regardless of whether the over-allocation position is ultimately filled through the exercise of the Over-Allotment Option or secondary market purchases.

There is no market through which the Debentures may be sold and purchasers may not be able to resell the Debentures purchased under this Prospectus Supplement. This may affect the pricing of the Debentures in the secondary market, the transparency and availability of trading prices, the liquidity of the Debentures, and the extent of issuer regulation. See “*Forward-Looking Statements*” and “*Risk Factors*”. The Corporation has applied to list the Debentures being distributed under this Prospectus Supplement, and the Common Shares issuable upon conversion (and in certain circumstances, upon redemption or maturity) of the Debentures, on the TSX. Listing will be subject to the Corporation fulfilling all of the listing requirements of the TSX.

Pursuant to rules and policy statements of certain Canadian securities regulators, the Underwriters may not, at any time during the period ending on the date the selling process for the Debentures ends and all stabilization arrangements relating to the Debentures are terminated, bid for or purchase Debentures or Common Shares. The foregoing restrictions are subject to certain exceptions including: (a) a bid for or purchase of Common Shares if the bid or purchase is made through the facilities of the TSX in accordance with the Universal Market Integrity Rules of the Investment Industry Regulatory Organization of Canada; (b) a bid or purchase on behalf of a client, other than certain prescribed clients, provided that the client's order was not solicited by the Underwriter or if the client's order was solicited, the solicitation occurred before the commencement of a prescribed restricted period; and (c) a bid or purchase to cover a short position entered into prior to the commencement of a prescribed restricted period. In connection with this Offering, the Underwriters may over-allot or effect transactions that stabilize or maintain the market price of the Debentures at levels other than those which otherwise might prevail on the open market, including: stabilizing transactions; short sales; purchases to cover positions created by short sales; imposition of penalty bids; and syndicate covering transactions.

Stabilizing transactions consist of bids or purchases made for the purpose of preventing or retarding a decline in the market price of the Debentures or Common Shares while this Offering is in progress. These transactions may also include making short sales of the Debentures, which involve the sale by the Underwriters of a greater number of Debentures than they are required to purchase in this Offering. Short sales may be “covered short sales”, which are short positions in an amount not greater than the Over-Allotment Option, or may be “naked short sales”, which are short positions in excess of that amount.

The Underwriters may close out any covered short position either by exercising the Over-Allotment Option, in whole or in part, or by purchasing Debentures or Common Shares in the open market. In making this determination, the Underwriters will consider, among other things, the price of Debentures available for purchase in the open market compared to the price at which they may purchase Debentures through the Over-Allotment Option. The Underwriters must close out any naked short position by purchasing Debentures or Common Shares in the open market. A naked short position is more likely to be created if the Underwriters are concerned that there may be

downward pressure on the price of the Debentures in the open market that could adversely affect investors who purchase in this Offering.

The Underwriters propose to offer the Debentures initially at the Offering Price. After the Underwriters have made a reasonable effort to sell all of the Debentures offered by this Prospectus Supplement at the Offering Price, the offering price may be decreased, and further changed from time to time, by the Underwriters to an amount not greater than the Offering Price and, in such case, the compensation realized by the Underwriters will be decreased by the amount that the aggregate price paid by the purchasers for the Debentures is less than the gross proceeds paid by the Underwriters to us. Any such reduction to the Offering Price will not affect the net proceeds received by the Corporation.

The Debentures offered hereby (and the Common Shares issuable upon the conversion, redemption or at maturity of the Debentures) have not been and will not be registered under the U.S. Securities Act, or any securities or “blue sky” laws of any of the states of the United States. Accordingly, the Debentures may not be offered or sold within the United States except in accordance with an exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws.

This Prospectus Supplement does not constitute an offer to sell or a solicitation of an offer to buy any of the Debentures offered hereby (or underlying Common Shares) in the United States.

The Corporation has agreed to indemnify the Underwriters and their affiliates and their respective directors, officers, employees and agents against certain liabilities.

The Corporation has agreed that, subject to certain stated exceptions set forth in the Underwriting Agreement, it will not, directly or indirectly, without the prior written consent of National Bank Financial Inc. on behalf of the Underwriters, which consent may not be unreasonably withheld or delayed, issue, offer, sell, grant any option to purchase or otherwise dispose of (or announce any intention to do so) any additional Debentures, Common Shares or any securities convertible into or exchangeable for Debentures or Common Shares, at any time prior to the expiry of 90 days following the closing of the Offering.

Subscriptions for Debentures will be received subject to rejection or allotment, in whole or in part, and the right is reserved to close the subscription books at any time without prior notice. The Debentures will be issued in “book-entry only” form and must be purchased or transferred through a Participant in the depository service of CDS. See “*Description of Debentures Being Distributed – Book-Entry, Delivery and Form*”.

PRIOR SALES

During the 12-month period preceding the date of this Prospectus Supplement, the Corporation has not issued any Common Shares, or securities that are convertible into or exchangeable for Common Shares, except as described in the following table:

<u>Date of issuance and issue type</u>		<u>Number and type of securities issued</u>	<u>Price per security (\$)</u>
February 15, 2021	DRIP	45,138 Common Shares	8.58
March 15, 2021	DRIP	44,904 Common Shares	8.80
April 15, 2021	DRIP	45,982 Common Shares	8.64
May 14, 2021	DRIP	42,393 Common Shares	9.11
June 15, 2021	DRIP	41,933 Common Shares	9.27
June 28 – 30, 2021	ATM	15,200 Common Shares	*9.54
July 8, 2021	Prospectus supplement offering	50,000 July 2021 Debentures (\$50 million aggregate principal amount)	1,000
July 15, 2021	Prospectus supplement offering (exercise of over-allotment option)	5,000 July 2021 Debentures (\$5 million aggregate principal amount)	1,000

<u>Date of issuance and issue type</u>		<u>Number and type of securities issued</u>	<u>Price per security (\$)</u>
July 15, 2021	DRIP	41,523 Common Shares	9.31
July, 2021	ATM	65,300 Common Shares	*9.53
August 13, 2021	DRIP	42,097 Common Shares	9.37
August, 2021	ATM	95,200 Common Shares	*9.65
September 15, 2021	DRIP	40,416 Common Shares	9.45
September, 2021	ATM	139,300 Common Shares	*9.71
October 15, 2021	DRIP	45,482 Common Shares	9.47
October, 2021	ATM	426,300 Common Shares	*9.69
November 15, 2021	DRIP	44,090 Common Shares	9.61
November 1 - 16, 2021	ATM	25,000 Common Shares	*9.81

* Denotes average issue price for period.

TRADING PRICE AND VOLUME

The following table summarizes the high and low prices of the Common Shares and volume of trading on the TSX on a monthly basis for the 12-month period prior to the date of this Prospectus Supplement:

<u>Month</u>	<u>High</u>	<u>Low</u>	<u>Volume</u>
November 2020	\$8.95	\$7.39	2,093,906
December 2020	\$8.90	\$8.50	2,045,940
January 2021	\$8.90	\$8.56	2,256,319
February 2021	\$8.90	\$8.59	1,920,868
March 2021	\$9.28	\$8.71	2,978,149
April 2021	\$9.28	\$8.74	1,738,566
May 2021	\$9.53	\$9.06	1,615,121
June 2021	\$9.65	\$9.37	1,401,472
July 2021	\$9.81	\$9.38	1,191,539
August 2021	\$9.81	\$9.51	1,518,549
September 2021	\$9.94	\$9.50	1,831,848
October 2021	\$9.93	\$9.48	1,703,309
November 1, 2021 – November 16, 2021	\$9.87	\$9.35	1,244,479

The following table summarizes the high and low prices of the June 2017 Debentures and volume of trading on the TSX on a monthly basis for the 12-month period prior to the date of this Prospectus Supplement:

Month	High	Low	Volume
November 2020	\$101.34	\$100.00	5,630
December 2020	\$103.00	\$100.50	3,380
January 2021	\$102.00	\$99.50	3,790
February 2021	\$102.00	\$100.05	3,540
March 2021	\$102.50	\$100.10	3,915
April 2021	\$103.90	\$101.00	5,270
May 2021	\$102.50	\$101.00	4,120
June 2021	\$103.96	\$101.50	2,050
July 2021	\$103.99	\$101.61	1,440
August 2021	\$104.99	\$101.30	5,900
September 2021	\$103.00	\$101.02	5,310
October 2021	\$104.48	\$101.30	1,340
November 1, 2021 – November 16, 2021	\$103.45	\$101.50	880

The following table summarizes the high and low prices of the July 2021 Debentures and volume of trading on the TSX on a monthly basis for the 12-month period prior to the date of this Prospectus Supplement:

Month	High	Low	Volume
July 2021	\$106.00	\$100.02	94,590
August 2021	\$106.47	\$105.00	7,600
September 2021	\$107.00	\$105.55	7,440
October 2021	\$107.00	\$103.35	4,670
November 1, 2021 – November 16, 2021	\$106.50	\$103.22	3,910

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

In the opinion of McCarthy Tétrault LLP, counsel to the Corporation, and Goodmans LLP, counsel to the Underwriters (collectively, “**Counsel**”), the following is, as of the date hereof, a summary of the principal Canadian federal income tax considerations pursuant to the Tax Act generally applicable to a holder who acquires as beneficial owner Debentures pursuant to this Offering. This summary is only applicable to such a holder who, for purposes of the Tax Act and at all relevant times, is or is deemed to be resident in Canada, deals at arm’s length with the Corporation and the Underwriters and is not affiliated with the Corporation or any of the Underwriters, and holds the Debentures and will hold the Common Shares issuable upon the conversion, redemption or maturity of such

Debentures (collectively, the “**Securities**”) as capital property (a “**Holder**”). Generally, the Debentures and Common Shares issuable upon the conversion, redemption or maturity of such Debentures will be considered to be capital property to a Holder provided the Holder does not hold the Debentures, and will not hold the Common Shares, in the course of carrying on a business of trading or dealing in securities and has not acquired the Debentures and will not acquire the Common Shares in one or more transactions considered to be an adventure or concern in the nature of trade.

Certain Holders who might not otherwise be considered to hold their Debentures and Common Shares as capital property may, in certain circumstances, be entitled to have the Debentures and Common Shares, and all other “Canadian securities” (as defined in the Tax Act) owned or subsequently acquired by such Holders, deemed to be capital property by making the irrevocable election permitted by subsection 39(4) of the Tax Act. Such Holders should consult their own tax advisors as to whether such election is available and advisable, having regard to their own particular circumstances.

This summary is not applicable to a Holder: (i) that is a “financial institution” for the purposes of the mark-to-market rules; (ii) an interest in which is or would be a “tax shelter investment”; (iii) that is a “specified financial institution”; (iv) that reports its “Canadian tax results” in a “functional currency” (which excludes Canadian dollars); (v) that is exempt from tax under Part I of the Tax Act; or (vi) that enters into a “derivative forward agreement” in respect of the Debentures or Common Shares (in each case, as defined in the Tax Act). Any such Holder should consult its own tax advisors with respect to an investment in the Securities. In addition, this summary does not address the deductibility of interest by a Holder who has borrowed money in connection with the acquisition of Debentures.

This summary is based upon the current provisions of the Tax Act and the regulations thereunder (the “**Regulations**”), taking into account all proposed amendments to the Tax Act and the Regulations publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the “**Tax Proposals**”), and Counsel’s understanding of the current administrative practices and assessing policies of the Canada Revenue Agency (the “**CRA**”) published in writing by it prior to the date hereof. This summary is also based on a certificate of an officer of the Corporation as to certain factual matters. This summary assumes the Tax Proposals will be enacted in the form proposed; however, no assurance can be given that the Tax Proposals will be enacted in the form proposed, or at all. This summary is not exhaustive of all possible Canadian federal income tax considerations and, except for the Tax Proposals, does not otherwise take into account or anticipate any changes in the law, whether by way of legislative, governmental or judicial decision or action, or in the administrative practices or assessing policies of the CRA, nor does it take into account other federal or any provincial, territorial or foreign tax laws or considerations, which may differ significantly from the tax considerations described herein. **The income and other tax consequences of acquiring, holding or disposing of Securities will vary depending on the particular circumstances of the Holder thereof, including any province or territory in which the Holder resides or carries on business. Accordingly, this summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular Holder or prospective Holder of Securities, and no representations with respect to the income tax consequences to any Holder or prospective Holder are made. Consequently, Holders and prospective Holders of Securities should consult their own tax advisors for advice with respect to the tax consequences to them of acquiring Debentures pursuant to this Offering, including acquiring Common Shares issuable upon conversion, redemption or maturity of the Debentures, having regard to their particular circumstances.**

This summary does not address the Canadian federal tax considerations applicable to holders that are not, nor are deemed to be, resident in Canada. Any such prospective holders should consult their own tax advisors regarding the tax consequences of acquiring, holding and disposing of Securities.

Qualification as a MIC

This summary is based upon the assumption that the Corporation will qualify as a MIC under the Tax Act throughout its current taxation year and for all future taxation years. The Corporation has advised Counsel that it intends to meet all of the requirements under the Tax Act to qualify as a MIC throughout its current taxation year and for all of its future taxation years. Counsel express no opinion as to the status of the Corporation as a MIC. If the

Corporation were to not qualify as a MIC at any time, the income tax considerations would be materially different from those described herein.

The Tax Act imposes certain requirements in order for a corporation to qualify as a MIC in a taxation year. These requirements generally will be satisfied by the Corporation if, throughout the taxation year: the Corporation was a Canadian corporation for the purposes of the Tax Act; the Corporation's only undertaking is the investing of its funds and it did not manage or develop real or immovable property; none of the Corporation's property consisted of specified types of foreign property; the Corporation had at all times at least 20 Shareholders; no Shareholder (together with "related persons", see below) held directly or indirectly more than 25% of any class of the issued shares of the Corporation; certain dividend rights attach to any preferred shares of the Corporation; the cost amount to the Corporation of certain residential mortgages (see commentary below) and deposits (such residential mortgages and deposits referred to herein as "**Required Property**") plus the amount of any money of the Corporation was at least 50% of the cost amount to it of all of its property; not more than 25% of the cost amount to the Corporation of its property was attributable to certain real or immovable property or leasehold interests therein; and, in circumstances where at any time in the year the cost amount to the Corporation of its Required Property plus the amount of any money of the Corporation represented less than two-thirds of the aggregate cost amount to the Corporation of all of its property, the Corporation's liabilities did not exceed 75% of its assets (at cost amount). Where, however, throughout the year the cost amount to the Corporation of its Required Property plus the amount of any money of the Corporation represented two-thirds or more of the aggregate cost amount to the Corporation of all of its property, the Corporation's liabilities may not exceed 83¹/₃% of its assets (at cost amount).

For these purposes, "related persons" (as referred to above) include a corporation and the person or persons that control the corporation, a parent corporation and its subsidiary corporation(s) and corporations that are part of the same corporate group, and an individual and that individual's spouse, common-law partner or child under 18 years of age. The rules in the Tax Act defining "related persons" for the purposes of the definition of MIC in subsection 130.1(6) of the Tax Act are complex and Holders should consult their own tax advisors in this regard.

For purposes of the 50% asset test noted above, the reference to certain residential mortgages is, more specifically, to debts that are secured by mortgages, hypothecs or in any other manner, on "houses" as defined in the *National Housing Act* (Canada) or on property included within a "housing project" as defined in the *National Housing Act* (Canada) as it read on June 16, 1999.

Taxation of the Corporation

The Corporation is a "public corporation" for purposes of the Tax Act and as such is subject to tax at the full corporate rate on its taxable income.

However, provided the Corporation qualifies as a MIC, the Corporation may deduct in computing its income for a taxation year the amount of dividends paid to its Shareholders, as follows: (i) all taxable dividends, other than capital gains dividends, paid by the Corporation to its Shareholders during the year or within 90 days after the end of the year (to the extent not deductible in computing the Corporation's income for the previous year); and (ii) one-half of all capital gains dividends paid by the Corporation to its Shareholders during the period commencing 91 days after the commencement of the year and ending 90 days after the end of the year. The Corporation must elect to have the full amount of a dividend qualify as a capital gains dividend. The payment of capital gains dividends will allow the Corporation to flow capital gains it realizes through to its Shareholders.

The Corporation has advised Counsel that it intends to pay dividends to the extent necessary to reduce its taxable income in each year to nil so that it has no tax payable under Part I of the Tax Act and to elect to have dividends be capital gains dividends to the maximum extent allowable.

Taxation of Holders of Debentures

Interest on Debentures

A Holder of Debentures that is a corporation, partnership, unit trust or any trust of which a corporation or a partnership is a beneficiary will be required to include in computing its income for a taxation year any interest on the

Debentures that accrues or is deemed to accrue to it to the end of the particular taxation year (or if the Holder disposes of the Debentures in the year, that accrues or is deemed to accrue to it until the time of disposition) or that has become receivable, or is received, by the Holder before the end of that taxation year, including on a conversion, redemption or repayment on maturity, except to the extent that such interest was included in computing the Holder's income for a preceding taxation year.

Any other Holder of Debentures, including an individual, will be required to include in computing income for a taxation year all interest on the Debentures that is received or receivable by such Holder in that taxation year (depending upon the method regularly followed by the Holder in computing income), including on a conversion, redemption or repayment on maturity, except to the extent that the interest was included in the Holder's income for a preceding taxation year.

The fair market value of any premium paid by the Corporation to a Holder of Debentures upon a repayment of Debentures before maturity (as a result of a Debenture Offer made in connection with a Change of Control or otherwise) or upon maturity of Debentures, whether such premium is paid in cash or in Common Shares, will generally be deemed to be interest received at that time by such Holder to the extent that such premium can reasonably be considered to relate to, and does not exceed the value at the time of payment of, the interest that, but for the repayment, would have been paid or payable by the Corporation on the Debentures for taxation years of the Corporation ending after the date of such repayment.

As described above under the heading "*Description of Debentures being Distributed — Share Interest Payment Option*", the Corporation may elect to pay interest by issuing Common Shares to the Debenture Trustee for sale, in which event a Holder would be entitled to a cash payment equal to the interest owed to the Holder from the proceeds of sale of such Common Shares by the Debenture Trustee. If the Corporation were to pay interest in this manner, the Canadian federal income tax consequences to a Holder would not differ from those described above.

Exercise of Conversion Privilege

Generally, the conversion of a Debenture into only Common Shares plus any cash in lieu of a fraction of a Common Share (as described below) pursuant to the Holder's right of conversion will generally be deemed not to constitute a disposition of the Debenture pursuant to the Tax Act and, accordingly, the Holder will not realize a capital gain or capital loss on such conversion. The Corporation does not currently have a rights plan and the previous statement assumes that there is no rights plan in existence at the time of conversion.

A Holder's aggregate cost of the Common Shares acquired on conversion of the Debentures pursuant to a Holder's right of conversion where the Holder receives only Common Shares plus cash in lieu of a fraction of a Common Share will be equal to the adjusted cost base of the Debentures converted, subject to the discussion below regarding cash in lieu of a fraction of a Common Share. The cost of such Common Shares will be averaged with the adjusted cost base of all other Common Shares held as capital property immediately before the time of conversion by the Holder for the purpose of calculating the adjusted cost base of such Common Shares.

Under the current administrative practice of the CRA, a Holder of Debentures who, upon conversion of the Debentures where the Holder receives only Common Shares (plus cash in lieu of a fraction of a Common Share), receives cash not in excess of \$200 in lieu of a fraction of a Common Share may either treat this amount as proceeds of disposition of a portion of the Debentures thereby realizing a capital gain or capital loss, as discussed below under "*Dispositions of Debentures*", or alternatively may reduce the adjusted cost base of the Common Shares that the Holder acquires on the conversion by the amount of cash received.

Upon a conversion of a Debenture, interest accrued thereon, to the extent not otherwise previously included in income, will be included in computing the income of the Resident Holder as described above under "*Interest on Debentures*".

A Holder that converts a Debenture for consideration equal to the fair market value of such Debenture at the time of conversion generally will be entitled to deduct in computing its income for the year of conversion an amount equal

to any interest included in its income for that or any preceding year in respect of such Debenture to the extent that no amount was received or became receivable by the Holder in respect of such interest.

Redemption or Repayment of Debentures

If the Corporation redeems a Debenture prior to maturity or repays a Debenture upon maturity and the Holder of such Debenture does not exercise the conversion privilege prior to such redemption or repayment, the Holder will be considered to have disposed of the Debenture for proceeds of disposition equal to the amount received by the Holder (other than the amount received or deemed to be received on account of interest) on such redemption or repayment (see “*Disposition of Debentures*”). If the Holder receives Common Shares on redemption or repayment, the Holder will be considered to have realized proceeds of disposition equal to the aggregate of the fair market value of the Common Shares so received and the amount of any cash received in lieu of fractional Common Shares. The Holder may realize a capital gain or capital loss on a Debenture computed as described below under “*Dispositions of Debentures*”. The cost to the Holder of the Common Shares so received will also be equal to their fair market value at the time of acquisition, and must be averaged with the adjusted cost base of all other Common Shares held as capital property immediately before the time of redemption or repayment, as applicable, by the Holder for the purpose of calculating the adjusted cost base of such Common Shares.

Dispositions of Debentures

A disposition or deemed disposition of a Debenture by a Holder (including a redemption, payment on maturity or purchase for cancellation but not including the conversion of a Debenture into Common Shares pursuant to the Holder’s right of conversion as described above) will generally result in the Holder realizing a capital gain (or capital loss) equal to the amount by which the proceeds of disposition (computed as described below), net of any reasonable costs of disposition, exceed (or are exceeded by) the Holder’s adjusted cost base thereof. Any such capital gain or capital loss will be treated, for tax purposes, in the same manner as capital gains and capital losses arising from a disposition of Common Shares, which treatment is discussed below under “*Taxation of Shareholders – Dispositions of Common Shares*”.

Upon such a disposition or deemed disposition of a Debenture, interest accrued thereon to the date of disposition and not yet due will be included in computing the Holder’s income, except to the extent such amount was otherwise included in the Holder’s income, and will be excluded in computing the Holder’s proceeds of disposition of the Debenture.

Taxation of Shareholders

Corporate Dividends

Capital gains dividends received by a Holder (whether paid in cash or reinvested in Common Shares) will be treated as a capital gain of the Holder from a disposition in the year of capital property for the year in which the dividend is received. See below under the subheading “*Dispositions of Common Shares*” for a description of the tax treatment of capital gains.

Taxable dividends, other than capital gains dividends, received by a Holder of Common Shares (whether paid in cash or reinvested in Common Shares) must be included in the Holder’s income as interest payable on a bond issued by the Corporation. The amount of a dividend reinvested in additional Common Shares will be the cost amount of such Common Shares.

The provisions of the Tax Act providing for interest accrual, the gross-up and dividend tax credit in respect of taxable dividends received by individuals from taxable Canadian corporations, and for the deduction generally available to corporations for inter-corporate dividends received, will not apply in respect of taxable dividends on the Common Shares. Similarly, the provisions of Part IV of the Tax Act will not apply to the receipt of taxable dividends on the Common Shares by a corporate Holder.

Dispositions of Common Shares

On the disposition or deemed disposition of a Common Share by a Holder (other than to the Corporation, unless purchased by the Corporation in the open market in the manner in which shares are normally purchased by any member of the public in an open market), the Holder will generally realize a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition in respect of such Common Share, net of any reasonable costs of disposition, exceed (or are exceeded by) the adjusted cost base of the Common Share to the Holder. A Holder's proceeds of disposition will not include an amount payable by the Corporation on the Common Share that is otherwise required to be included in the Holder's income.

For the purpose of determining the adjusted cost base to a Holder of Common Shares, when a Common Share is acquired, the cost of the newly acquired Common Share will be averaged with the adjusted cost base of all of the Common Shares owned by the Holder as capital property immediately before that acquisition. The adjusted cost base of a Common Share to a Holder will be subject to certain adjustments. The cost to a Holder of Common Shares received on the conversion of Debentures or on the redemption or repayment of Debentures will be as described above.

One-half of the amount of any capital gain (a "**taxable capital gain**") realized by a Holder in a taxation year must be included in computing such Holder's income for that year, and one-half of any capital loss (an "**allowable capital loss**") realized by a Holder in a taxation year must be deducted from any taxable capital gains realized by the Holder in the year, subject to and in accordance with the provisions of the Tax Act. Allowable capital losses in excess of taxable capital gains realized in a taxation year may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any following taxation year against net taxable capital gains realized in such years, subject to and in accordance with the provisions of the Tax Act.

On a redemption or acquisition of Common Shares by the Corporation (other than an acquisition by the Corporation in the open market in the manner in which shares are normally purchased by any member of the public in an open market), the Holder generally will be deemed to have received, and the Corporation will be deemed to have paid, a dividend in the amount equal to the amount by which the price paid by the Corporation exceeds the paid-up capital of the purchased Common Shares. This deemed dividend will be treated in the same manner as other dividends received by the Holder from the Corporation (i.e. as interest or, if the Corporation elects that the entire dividend be a capital gains dividend, as a capital gain). The balance of the purchase price, if any, will constitute proceeds of disposition of the Common Shares for purposes of the capital gains rules, as described above.

Minimum Tax and Refundable Tax

In general terms, a capital gain realized by a Holder (including capital gains dividends received on Common Shares) who is an individual or trust (other than certain specified trusts) may increase the Holder's liability for alternative minimum tax.

A Holder that is a "Canadian-controlled private corporation" (as defined in the Tax Act) may be liable to pay an additional refundable tax on certain investment income for the year, including amounts as, or in respect of, interest and taxable capital gains.

Tax Implications of our Dividend Policy

The market value of a Common Share may be attributable in part to income and capital gains that have been earned by the Corporation, but which have not been realized and/or paid out as a dividend. If a Holder acquires Common Shares before a dividend record date, the Holder will be taxed on the full amount of any such dividend that is received by the Holder. As the Corporation has adopted a dividend policy of paying equal monthly distributions to Shareholders of record on the last business day of each month, a Holder who acquires a Common Share late in the month but prior to the dividend record date will pay tax on the entire dividend, which will generally reflect the income and/or capital gains earned by the Corporation throughout the month up to the record date, although the Holder will have only recently acquired the Common Share.

RELATIONSHIP BETWEEN THE CORPORATION AND CERTAIN UNDERWRITERS

Each of National Bank Financial Inc., TD Securities Inc., RBC Dominion Securities Inc., CIBC World Markets Inc., Raymond James Ltd. and BMO Nesbitt Burns Inc. is, directly or indirectly, a subsidiary of, or is otherwise affiliated with, a Canadian chartered bank which is a lender to us (collectively, the “**Banks**”) and to which we are currently indebted under the terms of the Credit Facility – Mortgage Investments.

The Credit Facility – Mortgage Investments is used for day to day working capital requirements of the Corporation and for other general corporate purposes, particularly the funding of mortgage loans. The total commitments of the lenders under the Credit Facility – Mortgage Investments is \$535 million (which includes a \$20 million swingline facility). The commitments of the lenders under the Credit Facility – Mortgage Investments may be increased by \$100 million by way of an accordion feature, subject to satisfaction of certain conditions set forth in the Credit Agreement. The Credit Facility – Mortgage Investments is secured by a general security agreement over all of the Corporation’s assets and guaranteed by each of TMIF, 2292912 and CILO II which is secured by a general security agreement over all of each of their respective assets. On May 10, 2021, the Corporation entered into a seventh amendment to the Credit Agreement to, among other things, extend the term of the facility to May 10, 2023. As at September 30, 2021, \$401.2 million was outstanding under the Credit Facility – Mortgage Investments. As at the close of business on November 16, 2021, a total of \$420.4 million was outstanding under the Credit Facility – Mortgage Investments. As at the date of this Prospectus Supplement, the Corporation is in compliance with the terms of the Credit Facility – Mortgage Investments and no breach of the Credit Facility – Mortgage Investments has been waived by the Banks.

The Corporation intends to use the full amount of the net proceeds of the Offering to repay amounts owing under the Credit Facility – Mortgage Investments and for general corporate purposes. See “*Use of Proceeds*”.

Consequently, we may be considered to be a connected issuer of one or more of National Bank Financial Inc., TD Securities Inc., RBC Dominion Securities Inc., CIBC World Markets Inc., Raymond James Ltd. and BMO Nesbitt Burns Inc. under applicable Canadian securities legislation. As at the date of this Prospectus Supplement, the Corporation is in compliance with the terms of the Credit Facility – Mortgage Investments and no breach of the Credit Facility – Mortgage Investments has been waived by the Banks. The decision to distribute the Debentures and the determination of the terms of distribution of the Debentures, including the Offering Price were made through negotiations between us and the Underwriters with reference to prevailing market conditions. No Bank had any involvement in such decision or determination, however, the Banks have been advised of the Offering and the terms thereof. None of the Underwriters, including those named in this section of the Prospectus Supplement, will receive any benefit from the Offering other than its respective portion of the Underwriters’ fee payable by us.

RISK FACTORS

Before making an investment decision, prospective purchasers of Debentures should carefully consider the information described in this Prospectus Supplement, the Prospectus and the documents incorporated by reference herein and therein. There are certain risks inherent in an investment in Debentures (and the Common Shares underlying the Debentures), including the following factors, which investors should carefully consider before investing. Some of the following factors are interrelated and, consequently, investors should treat such risk factors as a whole. The following information is a summary only of certain risk factors and is qualified in its entirety by reference to, and must be read in conjunction with, the detailed information appearing elsewhere in this Prospectus Supplement, the Prospectus and the documents incorporated by reference herein and therein. These risks and uncertainties are not the only ones that could affect the Corporation and additional risks and uncertainties not currently known to the Corporation or the Manager, or that they currently deem immaterial, may also impair the returns, financial condition and results of operations of the Corporation. If any such risks actually occur, the returns, financial condition and results of operations of the Corporation could be materially adversely affected and the financial performance of the Corporation, the ability of the Corporation to make cash distributions and the trading price of the Debentures and/or Common Shares could be materially adversely affected.

Risks Relating to the Business

A prospective purchaser of Debentures should carefully consider the risk factors described under the heading “Risk Factors” in the AIF. These risks include, but are not limited to: (a) COVID-19, (b) no assurance of achieving business objectives or paying distributions, (c) changes in real estate values, (d) concentration and composition of the Portfolio, (e) no guarantees or insurance, (f) competition, (g) sensitivity to interest rates, (h) fluctuations in distributions, (i) availability of investments, (j) risks related to mortgage defaults, (k) foreclosure and related costs, (l) subordinated loans and mortgages, (m) litigation risks, (n) qualification as a MIC, (o) reliance on the Manager and Timbercreek Mortgage Servicing Inc., (p) the Corporation may be unable to fund investments; (q) borrowing and leverage, (r) conflicts of interest, (s) fair allocation, (t) restrictions on ownership and repurchase of shares, (u) change in legislation, (v) ability to manage growth, (w) environmental matters and (x) technology and information security.

Market for the Debentures and Trading Prices of the Debentures

The Debentures constitute a new issue of securities of the Corporation. There is currently no market through which the Debentures may be sold and purchasers may not be able to resell the Debentures purchased under this Prospectus Supplement. No assurance can be given that an active or liquid trading market for the Debentures will develop or be sustained. If an active or liquid market for the Debentures fails to develop or be sustained, the prices at which the Debentures trade may be adversely affected.

The market price of the Debentures will be based on a number of factors, including but not limited to: (a) the prevailing interest rates being paid by companies similar to us; (b) the overall condition of the financial and credit markets; (c) interest rate volatility; (d) the markets for similar securities; (e) our financial condition, results of operation and prospects; (f) the publication of earnings estimates or other research reports and speculation in the press or investment community; (g) the market price, dividend policy and volatility of the Common Shares; (h) changes in the industry in which we operate and competition affecting us; and (i) general market and economic conditions. The condition of the financial and credit markets and prevailing interest rates have fluctuated in the past and are likely to fluctuate in the future. Fluctuations in these factors could have an adverse effect on the market price of the Debentures.

Credit Risk

The likelihood that purchasers of the Debentures will receive payments owing to them under the terms of the Debentures will depend on our financial health and creditworthiness, and be subordinate to all of our existing and future Senior Indebtedness.

Redemption Prior to Maturity

Other than as set forth below, the Debentures will not be redeemable before December 31, 2024. On and after December 31, 2024, but prior to December 31, 2026, the Debentures will be redeemable, in whole or in part, from time to time at the Corporation’s sole option on not more than 60 days’ and not less than 30 days’ prior notice, at a price equal to the principal amount of the Debentures plus all accrued and unpaid interest up to, but excluding, the date of redemption, provided that the Current Market Price as of the date on which notice of redemption is given is not less than 125% of the Conversion Price. On or after December 31, 2026 and prior to the Maturity Date, the Debentures will be redeemable, in whole or in part, from time to time at the Corporation’s sole option at a price equal to the principal amount thereof, plus accrued and unpaid interest up to, but excluding, the date of redemption, on not more than 60 days’ and not less than 30 days’ prior written notice.

Holders of Debentures should assume that this redemption option will be exercised if the Corporation is able to refinance at a lower interest rate or it is otherwise in our interests to redeem the Debentures. The Corporation’s ability to redeem the Debentures may be limited by law, by the Indenture, by the terms of other existing or future agreements relating to the Credit Facility or other credit facilities and other indebtedness and agreements that the Corporation may enter into in the future which may replace, supplement or amend its future debt.

Non-Cash Payments and Dilutive Effects on Shareholders

The Corporation may determine to repay all or a portion of outstanding principal amounts on the Debentures that are to be redeemed or that are to mature, as the case may be, by issuing additional Common Shares. Accordingly, Shareholders may suffer dilution and holders of Debentures may receive Common Shares instead of cash upon redemption or maturity, as the case may be, of the Debentures at our sole option.

Change of Control

Within 30 days following the Corporation becoming aware (whether by disclosure in a public filing or press release or otherwise) of the occurrence of a Change of Control (see “*Description of Debentures Being Distributed – Change of Control of the Corporation*”), the Corporation shall make an offer in writing to the holders of Debentures to, at the holder’s election, purchase the Debentures then outstanding, in whole or in part, at a price equal to 101% of the principal amount thereof plus accrued and unpaid interest. The Corporation cannot assure holders of Debentures that, if required, it would have sufficient cash or other financial resources at that time or would be able to arrange financing to pay the purchase price of the Debentures in cash. The Corporation’s ability to purchase the Debentures in such an event may be limited by law, by the Indenture, by the terms of other existing or future agreements relating to our credit facilities and other indebtedness and agreements that the Corporation may enter into in the future which may replace, supplement or amend its future debt. The Corporation’s future credit agreements or other agreements may contain provisions that could prohibit the purchase by the Corporation of the Debentures without the consent of the lenders or other parties thereunder. If the Corporation’s obligation to offer to purchase the Debentures arises at a time when it is prohibited from purchasing or redeeming the Debentures under another agreement, it could seek the consent of lenders or other parties under such agreement to purchase the Debentures or could attempt to refinance the borrowings that contain this prohibition. If it does not obtain consent or refinance these borrowings, it could not purchase the Debentures on a Change of Control without breaching such agreement. The Corporation’s failure to purchase the Debentures would constitute an event of default under the Indenture, which might constitute a default under the terms of its other indebtedness at that time. The Corporation cannot assure holders of Debentures that it would have the financial resources or otherwise be able to arrange financing to pay the amounts that may become due if it is required to purchase the Debentures for cash under the circumstances described above.

Conversion Following Certain Transactions

In the case of certain transactions, each Debenture may: (a) become convertible into the securities, cash or property receivable by a holder of Common Shares based on the number of Common Shares into which the Debenture was convertible immediately prior to the transaction; or (b) become convertible into certain prescribed securities with limited liquidity. These changes could substantially lessen or eliminate the value of the conversion privilege associated with the Debentures in the future and result in the receipt of illiquid securities and thereby have a material adverse effect on the value of the Debentures. For example, if the Corporation is acquired in a cash transaction, each Debenture would become convertible ultimately only into cash and would no longer be convertible into securities whose value would vary depending on the Corporation’s future prospects and other factors. See “*Description of Debentures Being Distributed – Conversion Privilege*”.

Absence of Covenant Protection

The Indenture does not restrict the Corporation from incurring additional indebtedness for borrowed money or otherwise from mortgaging, pledging or charging the Corporation’s real or personal property or properties to secure any indebtedness or other financing or from making distributions except in respect of cash distributions where an Event of Default caused by the failure to pay interest on the Debentures when due has occurred and such default has not been cured or waived. The Indenture does not contain any provisions specifically intended to protect holders of the Debentures in the event of a future leveraged transaction involving the Corporation.

Prior Ranking Indebtedness

The Debentures will be direct, unsecured obligations of the Corporation and will rank equally with one another and, except as prescribed by law, will rank equally with all other unsecured indebtedness of the Corporation. The

payment of the principal and premium, if any, of, and interest on, the Debentures will be subordinate in right of payment, as set forth in the Indenture, to the prior payment in full of all our existing and future Senior Indebtedness.

Since the Debentures are unsecured obligations of the Corporation, they are effectively subordinate to all of our existing and future Senior Indebtedness to the extent of the value of the assets securing such indebtedness. Therefore, in the event of the Corporation's insolvency, bankruptcy, liquidation, reorganization, dissolution or winding up, its assets will be available to pay its obligations with respect to the Debentures only after it has paid in full all of its holders of Senior Indebtedness. There may be insufficient assets remaining following such payments to pay amounts due on any or all of the Debentures then outstanding.

The Corporation's ability to meet its debt service requirements will depend on its ability to generate cash in the future, which depends on many factors, including its financial performance, debt service obligations, working capital and future capital expenditure requirements. In addition, its ability to borrow funds in the future to make payments on outstanding debt will depend on the satisfaction of covenants in existing credit agreements and other agreements. A failure to comply with any covenants or obligations under our indebtedness could result in a default, which, if not cured or waived, could result in the termination of distributions by the Corporation and permit acceleration of the relevant indebtedness. If such indebtedness were to be accelerated, there can be no assurance that the Corporation's assets would be sufficient to repay such indebtedness in full. There can also be no assurance that the Corporation will generate cash flow in amounts sufficient to pay outstanding indebtedness or to fund any other liquidity needs.

Volatility of Market Price of the Debentures and Common Shares

The Corporation has applied to list the Debentures being distributed under this Prospectus Supplement, and the Common Shares issuable upon conversion (and in certain circumstances, upon redemption or maturity) of the Debentures, on the TSX. Listing will be subject to the Corporation fulfilling all of the listing requirements of the TSX. There can be no assurance that an active public market for trading in the Debentures or Common Shares will persist and, as a result, the market price of the Debentures and/or Common Shares may be adversely affected.

The market price of the Debentures and Common Shares may be volatile and subject to wide fluctuations in response to numerous factors, including actual or anticipated fluctuations in our operating and financial results, the results of any public announcements made by the Corporation, sales of additional debentures or of Common Shares in the marketplace, failure to meet analysts' expectations, or general market conditions.

The volatility may affect the ability of holders of Debentures and/or Common Shares to sell the Debentures and/or Common Shares at an advantageous price. Additionally, this may result in greater volatility in the market price of the Debentures than would be expected for non-convertible debt securities. Financial markets have, at times, experienced significant price and volume fluctuations that have particularly affected the market prices of securities of companies and that have, in many cases, been unrelated to the operating performance, underlying asset values or prospects of such companies. There can be no assurance that fluctuations in price and volume will not occur. If such increased levels of volatility and market turmoil occur, our operations could be adversely impacted and the trading price of the Debentures and/or Common Shares may be adversely affected.

Investment Eligibility

The Corporation will endeavor to ensure that the Debentures and any Common Shares acquired under the terms of the Debentures continue to be qualified investments for trusts governed by Plans (except, in the case of the Debentures, a deferred profit sharing plan to which the Corporation, or an employer that does not deal at arm's length with us, has made a contribution). No assurance can be given in this regard. If the Debentures or any Common Shares acquired under the terms of the Debentures are not qualified investments for Plans, such Plans (and, in the case of certain Plans, the annuitants, subscribers or beneficiaries thereunder or holders thereof) may be subject to adverse tax consequences.

Prevailing Yields on Similar Securities

Prevailing yields on similar securities will affect the market value of the Debentures. Assuming all other factors remain unchanged, the market value of the Debentures will decline as prevailing yields for similar securities rise, and will increase as prevailing yields for similar securities decline.

Earnings Coverage Ratios

See “*Earnings Coverage Ratios*”, which is relevant to an assessment of the risk that the Corporation may be unable to pay interest or principal on the Debentures when due. If our earnings coverage ratios decrease, the Corporation may become unable to pay interest or principal on the Debentures.

Shareholder Rights

Holders of Debentures will not be entitled to any rights with respect to the Common Shares (including, without limitation, voting rights and rights to receive any dividends or other distributions on the Common Shares, other than extraordinary dividends that our board of directors designates as payable to the holders of the Debentures), but if a holder of Debentures subsequently converts its Debentures into Common Shares, such holder will have the rights and obligations in respect of the Common Shares. Rights with respect to the Common Shares will arise only if and when the Corporation delivers Common Shares upon conversion of a Debenture. For example, in the event that an amendment is proposed to the Corporation’s constating documents requiring Shareholder approval and the record date for determining the Shareholders of record entitled to vote on the amendment occurs prior to delivery of Common Shares to a holder, such holder will not be entitled to vote on the amendment, although such holder will nevertheless be subject to any changes in the powers or rights of Common Shares that result from such amendment.

Dividends on Common Shares

Although the Corporation intends to make distributions of its available capital to the Shareholders in accordance with its dividend policy, these cash distributions may be reduced or suspended. The actual amount distributed will depend on numerous factors disclosed in our continuous disclosure documents, including the financial performance of the properties in our mortgage portfolio, our debt covenants and obligations, our working capital requirements and our future capital requirements. In addition, the market value of the Common Shares and the Debentures may decline if the Corporation is unable to meet its cash distribution targets in the future, and that decline may be significant.

Potential Dilution

The Corporation’s Articles and by-laws allow us to issue an unlimited number of Common Shares for such consideration and on such terms and conditions as shall be established by the board of directors, in many cases, without the approval of the Shareholders, and Shareholders will have no pre-emptive rights in connection with such further issuances. Except as described under the heading “*Plan of Distribution*” in this Prospectus Supplement, the Corporation may issue additional Common Shares in subsequent offerings (including through the sale of securities convertible into or exchangeable for Common Shares) and on the vesting of deferred share units, income deferred share units or other securities exchangeable or exercisable for Common Shares. The Corporation cannot predict the size of future issuances of Common Shares or the effect that future issuances and sales of Common Shares will have on the market price of the Common Shares. Issuances of a substantial number of additional Common Shares, or the perception that such issuances could occur, may adversely affect prevailing market prices for the Common Shares. With any additional issuance of Common Shares, holders of Common Shares will suffer dilution to their voting power and the Corporation may experience dilution in its earnings per Common Share.

Qualification as a MIC

Although the Corporation intends to qualify at all times as a MIC, no assurance can be provided in this regard. Since the Corporation must meet certain requirements throughout the year to qualify as a MIC, it is only possible to determine whether the Corporation qualifies as a MIC for a particular taxation year at or after the end of such year. If for any reason the Corporation does not qualify as a MIC under the Tax Act, dividends paid by the Corporation on

its Common Shares will not be deductible by the Corporation in computing its income and will not be deemed by the relevant rules that apply to MICs to have been received by Shareholders as interest or a capital gain, as the case may be. In consequence, as long as the Common Shares are listed on a designated stock exchange (which currently includes the TSX), the rules in the Tax Act regarding the taxation of public corporations and their shareholders would apply, with the result that the combined corporate and shareholder tax may be significantly greater.

No Shareholder is permitted, alone or together with “related persons” (as defined in the Tax Act for purposes of the definition of MIC in subsection 130.1(6) of the Tax Act), at any time to hold (directly or indirectly) more than 25% of any class of the issued shares of the Corporation. The Corporation intends to monitor major holdings of Common Shares to ensure that no one Shareholder exceeds this 25% maximum ownership limit set by the Tax Act, in order for the Corporation to maintain its qualification as a MIC. However, given that registration of the Common Shares issued by the Corporation is made in the depository service of CDS, it may be difficult for the Corporation to monitor this 25% ownership rule. In order for the Corporation to stay within this 25% limit, it may have to exercise its right to trigger an Automatic Repurchase.

LEGAL MATTERS AND INTEREST OF EXPERTS

Certain legal matters relating to the Offering will be passed upon on behalf of the Corporation by McCarthy Tétrault LLP, and on behalf of the Underwriters by Goodmans LLP. As at the date hereof, the partners and associates of McCarthy Tétrault LLP, as a group, own less than 1% of the outstanding Common Shares, and the partners and associates of Goodmans LLP, as a group, own less than 1% of the outstanding Common Shares.

AUDITORS, TRANSFER AGENT AND REGISTRAR

The auditor of the Corporation is KPMG LLP, Chartered Professional Accountants, Toronto, Ontario. KPMG LLP has confirmed that it is independent of the Corporation within the meaning of the relevant rules and related interpretations prescribed by the relevant professional bodies in Canada and applicable legislation or regulations.

The transfer agent and registrar for the Common Shares is AST Trust Company (Canada), and the transfer agent and registrar for the Debentures is Computershare Trust Company of Canada, in each case, at its principal offices located in Toronto, Ontario, Canada.

STATUTORY AND CONTRACTUAL RIGHTS OF WITHDRAWAL AND RESCISSION

Securities legislation in certain of the provinces and territories of Canada provides purchasers with the right to withdraw from an agreement to purchase securities. This right may be exercised within two business days after receipt or deemed receipt of a prospectus, including the prospectus supplement and any amendment. In several of the provinces and territories, the securities legislation further provides a purchaser with remedies for rescission or, in some jurisdictions, revisions of the price or damages if the prospectus, prospectus supplement or any amendment contains a misrepresentation or is not delivered to the purchaser, provided that the remedies for rescission, revision of the price or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for the particulars of these rights or consult with a legal advisor.

In an offering of convertible securities, investors are cautioned that the statutory right of action for damages for a misrepresentation contained in the prospectus, as supplemented by a prospectus supplement is limited, in certain provincial and territorial securities legislation, to the price at which the convertible securities are offered to the public under the prospectus offering. This means that, under the securities legislation of certain provinces and territories, if the purchaser pays additional amounts upon conversion of the convertible security, those amounts may not be recoverable under the statutory right of action for damages that applies in those provinces and territories. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for the particulars of these rights or consult with a legal advisor.

Under the Indenture, original purchasers of Debentures will have a contractual right of rescission against the Corporation following the conversion of the Debentures in the event that the Prospectus, as supplemented by this Prospectus Supplement, or any amendment thereto contains a misrepresentation or is not delivered to such

purchaser. The contractual right of rescission will entitle such original purchasers to receive from the Corporation, upon surrender of the Common Shares issued upon conversion of such Debentures, the amount paid for such Debentures, provided that the right of rescission is exercised within 180 days from the date of the purchase of such Debentures under this Prospectus Supplement.

CERTIFICATE OF THE CORPORATION

Dated: November 17, 2021

This short form prospectus, together with the documents incorporated in the prospectus by reference, as supplemented by the foregoing, constitutes full, true and plain disclosure of all material facts relating to the securities offered by the prospectus and this supplement as required by the securities legislation of each of the provinces and territories of Canada.

(Signed) "R. BLAIR TAMBLYN"
Chief Executive Officer

(Signed) "TRACY JOHNSTON"
Chief Financial Officer

On behalf of the Board of Directors

(Signed) "W. GLENN SHYBA"
Director

(Signed) "AMAR BHALLA"
Director

CERTIFICATE OF THE UNDERWRITERS

Dated: November 17, 2021

To the best of our knowledge, information and belief, the short form prospectus, together with the documents incorporated in the prospectus by reference, as supplemented by the foregoing, constitutes full, true and plain disclosure of all material facts relating to the securities offered by the prospectus and this supplement as required by the securities legislation of each of the provinces and territories of Canada.

National Bank Financial Inc.

(Signed) "GAVIN BRANCATO"
MANAGING DIRECTOR

TD Securities Inc.

(Signed) "ADAM LUCHINI"
DIRECTOR

RBC Dominion Securities Inc.

(Signed) "DAVID SWITZER"
MANAGING DIRECTOR

CIBC World Markets Inc.

(Signed) "JOHN QUINN"
EXECUTIVE DIRECTOR

Canaccord Genuity Corp.

(Signed) "DAN SHEREMETO"
MANAGING DIRECTOR

Raymond James Ltd.

(Signed) "ONORIO LUCCHESI"
MANAGING DIRECTOR

BMO Nesbitt Burns Inc.

(Signed) "JONATHAN LI"
MANAGING DIRECTOR

Scotia Capital Inc.

(Signed) "JOE KULIC"
MANAGING DIRECTOR

iA Private Wealth Inc.

(Signed) "DENNIS KUNDE"
MANAGING DIRECTOR

Manulife Securities Incorporated

(Signed) "WILLIAM PORTER"
VICE PRESIDENT, CAPITAL MARKETS GROUP

Stifel Nicolaus Canada Inc.

(Signed) "PAUL BISSETT"
MANAGING DIRECTOR