EXECUTION COPY

LSL PHARMA GROUP INC.

as the Corporation

and

TSX TRUST COMPANY

as the Trustee

DEBENTURE INDENTURE

November 1, 2023

TABLE OF CONTENTS

Page

ARTICLE 1 INTERPRETATION 1

1.1 Definitions 1
1.2 Meaning of "Outstanding" 8
1.3 Interpretation 9
1.4 Headings Etc. 9
1.5 Day not a Business Day 9
1.6 Applicable Law 10
1.7 Monetary References 10
1.8 Invalidity, Etc. 10
1.9 Language 10
1.10 Successors and Assigns 10
1.11 Benefits of Indenture 10
1.12 Calculations 10
1.13 Accounting Terms 10
1.14 Schedules 11

ARTICLE 2 THE DEBENTURES 11

2.1 Limit of Debentures 11
2.2 Form and Terms of Debentures of any Series 11
2.3 Form and Terms of Initial Debentures 13
2.4 Debentures to Rank *Pari Passu* 18
2.5 Issue of Global Debentures 18
2.6 Authentication and Delivery of Additional Debentures 19
2.7 Execution of Debentures 20
2.8 Authentication 20
2.9 Interim Debentures or Certificates 22
2.10 Mutilation, Loss, Theft or Destruction 22
2.11 Concerning Interest 23
2.12 Payment of Interest 23
2.13 Payments of Amounts Due on Maturity 24
2.14 U.S. Legend on the Debentures and Class A Shares 25

ARTICLE 3 REGISTRATION, TRANSFER, EXCHANGE AND OWNERSHIP 26

3.1 Global Debentures or Book Based Only Debentures 26
3.2 Fully Registered Debentures 29
3.3 Transferee Entitled to Registration 30
3.4 Restricted Physical Debentures 30
3.5 No Notice of Trusts 30
3.6 Registers Open for Inspection 30
3.7 Exchanges of Debentures 31
3.8 Closing of Registers 31
3.9 Charges for Registration, Transfer and Exchange 32

TABLE OF CONTENTS
(continued)

Page

3.10 Ownership of Debentures 32
3.11 Non-Certificated Inventory System 33

ARTICLE 4 REDEMPTION AND PURCHASE OF DEBENTURES 34

4.1 Applicability of Article 34
4.2 Partial Redemption 34
4.3 Notice of Redemption 34
4.4 Debentures Due on Redemption Dates 35
4.5 Deposit of Redemption Monies 35
4.6 Failure to Surrender Debentures Called for Redemption 36
4.7 Cancellation of Debentures Redeemed 36
4.8 Purchase of Debentures by the Corporation 36

ARTICLE 5 CONVERSION OF DEBENTURES 37

5.1 Applicability of Article 37
5.2 Revival of Right to Convert 37
5.3 Manner of Exercise of Right to Convert 38
5.4 Adjustment of Conversion Price 39
5.5 No Requirement to Issue Fractional Class A Shares 44
5.6 LSL Pharma to Reserve Class A Shares 44
5.7 Cancellation of Converted Debentures 44
5.8 Certificate as to Adjustment 44
5.9 Notice of Special Matters 44
5.10 Protection of Trustee 45
5.11 Payment of Cash in Lieu of Class A Shares 45
5.12 U.S. Legends on Class A Shares 45

ARTICLE 6 COVENANTS OF LSL PHARMA 46

6.1 To Pay Principal, Premium(if any) and Interest 46
6.2 To Pay Trustee's Remuneration 46
6.3 To Give Notice of Default 47
6.4 Preservation of Existence, etc. 47
6.5 Keeping of Books 47
6.6 Performance of Covenants of Trustee 47
6.7 Taxes 47
6.8 Withholding Matters 47
6.9 SEC Reporting Status 48
6.10 Annual Certificate of Compliance 48

ARTICLE 7 DEFAULT 48

7.1 Events of Default 48
7.2 Notice of Events of Default 50

TABLE OF CONTENTS
(continued)

Page

7.3 Waiver of Default 51
7.4 Enforcement by the Trustee 51
7.5 No Suits by Debentureholders 52
7.6 Application of Monies by Trustee 53
7.7 Notice of Payment by Trustee 53
7.8 Trustee May Demand Production of Debentures 54
7.9 Remedies Cumulative 54
7.10 Judgment Against LSL Pharma 54
7.11 Immunity of Trustee and Others 54

ARTICLE 8 SATISFACTION AND DISCHARGE 54

8.1 Cancellation and Destruction 54
8.2 Non-Presentation of Debentures 54
8.3 Repayment of Unclaimed Monies 55
8.4 Discharge 55
8.5 Satisfaction 55
8.6 Continuance of Rights, Duties and Obligations 57

ARTICLE 9 SUCCESSORS 58

9.1 Restrictions on Amalgamation, Merger and Sale of Certain Assets, etc. 58
9.2 Vesting of Powers in Successor 59

ARTICLE 10 COMPULSORY ACQUISITION 59

10.1 Definitions 59
10.2 Offer for Debentures 60
10.3 Offeror's Notice to Dissenting Debentureholders 60
10.4 Delivery of Debenture Certificates 61
10.5 Payment of Consideration to Trustee 61
10.6 Consideration to be held in Trust 61
10.7 Completion of Transfer of Debentures to Offeror 61
10.8 Communication of Offer to LSL Pharma 62

ARTICLE 11 MEETINGS OF DEBENTUREHOLDERS 62

11.1 Right to Convene Meeting 62
11.2 Notice of Meetings 62
11.3 Chairman 63
11.4 Quorum 64
11.5 Power to Adjourn 64
11.6 Show of Hands 64
11.7 Poll 64
11.8 Voting 64
11.9 Proxies 65

TABLE OF CONTENTS
(continued)

Page

11.10 Persons Entitled to Attend Meetings ... 66
11.11 Powers Exercisable by Extraordinary Resolution ... 66
11.12 Meaning of "Extraordinary Resolution" ... 67
11.13 Powers Cumulative ... 68
11.14 Minutes ... 68
11.15 Instruments in Writing ... 68
11.16 Binding Effect of Resolutions ... 69
11.17 Evidence of Rights Of Debentureholders ... 69
11.18 Concerning Serial Meetings ... 69

ARTICLE 12 NOTICES ... 69

12.1 Notice to LSL Pharma ... 69
12.2 Notice to Debentureholders ... 70
12.3 Notice to Trustee ... 70
12.4 Mail Service Interruption ... 71

ARTICLE 13 CONCERNING THE TRUSTEE ... 71

13.1 Replacement of Trustee ... 71
13.2 Duties of Trustee ... 72
13.3 Reliance Upon Declarations, Opinions, etc. ... 72
13.4 Evidence and Authority to Trustee, Opinions, etc. ... 72
13.5 Officer's Certificates Evidence ... 73
13.6 Experts, Advisers and Agents ... 74
13.7 Trustee May Deal in Debentures ... 74
13.8 Investment of Monies Held by Trustee ... 74
13.9 Trustee Not Ordinarily Bound ... 75
13.10 Trustee Not Required to Give Security ... 75
13.11 Trustee Not Bound to Act on LSL Pharma's Request ... 75
13.12 Trustee Protected in Acting ... 75
13.13 Conditions Precedent to Trustee's Obligations to Act Hereunder ... 75
13.14 Authority to Carry on Business ... 76
13.15 Compensation and Indemnity ... 76
13.16 Anti-Money Laundering ... 77
13.17 Acceptance of Trust ... 78
13.18 Privacy Laws ... 78
13.19 Third Party Interests ... 78
13.20 Force Majeure ... 78
13.21 Tax Reports ... 79
13.22 Miscellaneous ... 79

ARTICLE 14 SUPPLEMENTAL INDENTURES ... 80

14.1 Supplemental Indentures ... 80

TABLE OF CONTENTS
(continued)

Page

ARTICLE 15 EXECUTION AND FORMAL DATE 81

15.1 Execution and Counterparts 81
15.2 Contracts of the Corporation 81
15.3 Entire Agreement 82
15.4 Severability 82
15.5 Formal Date 82

SCHEDULE "A" FORMS OF INITIAL DEBENTURE 1

SCHEDULE "B" FORM OF REDEMPTION NOTICE 1

SCHEDULE "C" FORM OF CONVERSION NOTICE 1

SCHEDULE "D" FORM OF DECLARATION FOR REMOVAL OF LEGEND 1

DEBENTURE INDENTURE

THIS INDENTURE (the "**Indenture**") is dated as of the 1st day of November, 2023.

BETWEEN:

> **LSL PHARMA GROUP INC.**, a corporation existing under the laws of Canada ("**LSL Pharma**" or the "**Corporation**")
>
> - and -
>
> **TSX TRUST COMPANY**, a trust company existing under the laws of Canada (the "**Trustee**")

Recitals:

A. The Corporation has accepted subscriptions for Debentures (as defined herein) from certain subscribers that have executed and delivered subscription agreements, pursuant to which Debentures may be issued on terms and conditions described herein and therein;

B. The Corporation wishes to create and issue the Debentures in the manner herein provided;

C. The Corporation is duly authorized to create and issue the Debentures to be issued as herein provided; and

D. When Authenticated by the Trustee and issued as in this Indenture provided, all necessary steps in relation to the Corporation have been duly enacted, passed and/or confirmed and other proceedings taken and conditions complied with to make the creation and issue of the Debentures proposed to be issued hereunder legal, valid and binding on LSL Pharma in accordance with the laws relating to LSL Pharma.

The foregoing statements and recitals are made by the Corporation and not by the Trustee.

In consideration of the respective covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Corporation hereby appoints the Trustee as indenture trustee to hold rights, interests and benefits contained herein for and on behalf of the Debentureholders (as defined herein), and the Corporation and the Trustee covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Indenture and in the Debentures, unless there is something in the subject matter or context inconsistent therewith, the following expressions shall have the following meanings, namely:

(a) "**1933 Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

(b) "**Acceptance Notice**" has the meaning ascribed thereto in Section 2.3(h)(iv);

(c) "**Additional Debentures**" means Debentures of any one or more series, other than the first series of Debentures being the Initial Debentures, issued under this Indenture;

(d) "**Affiliate**" has the meaning ascribed to such term in the *Business Corporations Act* (Québec), as in effect on the date of this Indenture;

(e) "**Applicable Securities Legislation**" means, as applicable, the securities laws, regulations, rules, rulings and orders in each of the provinces of Canada, and the applicable policy statements issued by the securities regulators in each of the provinces of Canada, together with all other securities laws, statutes, rules, regulations, by-laws, policies, guidelines, orders, decisions, rulings and awards, applicable in the jurisdictions in which the Debentures will be offered, sold, issued and purchased;

(f) "**Approved Bank**" has the meaning ascribed thereto in Section 13.8;

(g) "**Authenticated**" means (i) with respect to a Debenture Certificate, one which has been duly signed by the Corporation or on which the manual or electronic signatures of the Corporation have been printed, lithographed or otherwise electronically or mechanically reproduced and countersigned by the Trustee; and (ii) with respect to the issuance of Book Based Only Debentures or Uncertificated Debentures, one in respect of which the Trustee has completed all Internal Procedures such that the particulars of such Book Based Only Debentures or Uncertificated Debentures are entered in the register of Debentureholders, but for clarity, such particulars shall not include underlying beneficial owners or Depository Participants and "**Authenticate**", "**Authenticating**" and "**Authentication**" have the appropriate correlative meanings;

(h) "**Base Rate**" means the base interest rate payable on the Initial Debentures (being 11.0% per annum) as described in Section 2.3;

(i) "**Book Based Only Debentures**" means Debentures issued under this Indenture in non-certificated form which are held solely by the Depository only by way of a book based (electronic) register maintained by the Trustee;

(j) "**Business Day**" means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Toronto, Ontario or Montréal, Québec are not open for business;

(k) "**Business Objective**" means any one of the following objectives to be obtained by the Corporation for the purposes of recalculating the annual interest rate payable on the Initial Debentures as described in Section 2.3: (i) the Corporation obtains FDA approval for its Steri-Med plant (one-time business objective); (ii) the Corporation completes the acquisition of a business that: A) compliments the Corporation's existing product offering and/or will create synergies with the Corporation's existing business operations; and (B) generated a minimum of $5.0 million in revenue during the last twelve-month period preceding the acquisition (one-time business objective); or (iii) the Corporation generates a minimum of $30 million of revenue with a 20% EBITDA margin during the fiscal period preceding the Interest Rate Review Date (annual business objective). With respect to (iii), the Corporation's financial performance and revenue shall be calculated based on its audited financial statements and the Corporation's EBITDA margin shall be calculated as EBITDA (<u>not</u> adjusted EBITDA), as calculated in its audited financial statements, divided by its revenue;

(l) "**Business Objective 1 or 2**" means the Business Objective other than Business Objective 3;

(m) "**Business Objective 3**" means the annual Business Objective relating to the Corporation's generation of a minimum of $30 million of revenue with a 20% EBITDA margin during the fiscal period preceding the Interest Rate Review Date;

(n) "**CDS**" means CDS Clearing and Depository Services Inc.;

(o) "**Change of Control**" has the meaning ascribed thereto in Section 2.3(h)(i);

(p) **Change of Control Notice**" has the meaning ascribed thereto in Section 2.3(h)(ii);

(q) "**Change of Control Offer Price**" has the meaning ascribed thereto in Section 2.3(h)(ii);

(r) "**Change of Control Purchase Date**" has the meaning ascribed thereto in Section 2.3(h)(v);

(s) "**Change of Control Purchase Offer**" has the meaning ascribed thereto in Section 2.3(h)(iii) ;

(t) "**Class A Shares**" means Class A shares in the capital of LSL Pharma, as such Class A Shares are constituted on the date of execution and delivery of this Indenture; provided that in the event of a change or a subdivision, revision, reduction, combination or consolidation thereof, any reclassification, capital reorganization, consolidation, amalgamation, arrangement, merger, sale or conveyance or liquidation, dissolution or winding-up, or such successive changes, subdivisions, redivisions, reductions, combinations or consolidations, reclassifications, capital reorganizations, consolidations, amalgamations, arrangements, mergers, sales or conveyances or liquidations, dissolutions or windings-up, then, subject to adjustments, if any, having been made in accordance with the provisions of Section 5.4, "**Class A Shares**" shall mean the shares or other securities or property resulting from such change, subdivision, redivision, reduction, combination or consolidation, reclassification, capital reorganization, consolidation, amalgamation, arrangement, merger, sale or conveyance or liquidation, dissolution or winding-up;

(u) "**Closing Date**" means the date of completion of the Offering, being initially November 1, 2023 and/or such other date(s) as agreed between the Corporation and the agent thereunder;

(v) "**Conversion Price**" means the dollar amount for which each Class A Share may be issued from time to time upon the conversion of Debentures or any series of Debentures which are by their terms convertible in accordance with the provisions of Article 5; with respect to the Initial Debentures, the "**Conversion Price**" means subject to certain adjustment in certain events, $0.70 per Class A Share

(w) "**Counsel**" means a lawyer (including barrister or solicitor) or firm of lawyers (including barristers or solicitors) retained or employed by the Trustee or retained or employed by LSL Pharma and acceptable to the Trustee;

(x) "**Current Market Price**" means, at any date, the volume weighted average trading price per share at which the Class A Shares have traded:

(i) on the TSXV;

(ii) if the Class A Shares are not listed on the TSXV, on any stock exchange upon which the Class A Shares are listed as may be selected for this purpose by the board of directors of the Corporation, acting reasonably; or

(iii) if the Class A Shares are not listed on any stock exchange, on any over-the-counter market on which the Class A Shares are trading, as may be selected for this purpose by the board of directors of the Corporation, acting reasonably;

during the 20 consecutive trading days ending the third trading day before such date and the weighted average price shall be determined by dividing the aggregate sale price of all Class A Shares sold in board lots on the exchange or market, as the case may be, during the 20 consecutive trading days by the number of Class A Shares sold or, if not traded on any recognized exchange or market, as determined by the directors of the Corporation, acting reasonably;

(y) "**Date of Conversion**" has the meaning ascribed thereto in Section 5.3(b);

(z) "**Debenture Certificate**" means a certificate evidencing Debentures substantially in the form attached as Schedule "A" hereto;

(aa) "**Debentureholders**" or "**holders**" means the Persons for the time being entered in the register for Debentures as registered holders of Debentures or any transferees of such Persons by endorsement or delivery;

(bb) "**Debentures**" means the debentures or other evidences of indebtedness of LSL Pharma issued and Authenticated hereunder, or deemed to be issued and Authenticated hereunder (whether certificated or uncertificated), including, without limitation, the Initial Debentures, and for the time being outstanding, whether in definitive or interim form (and whether in certificated or uncertificated form);

(cc) "**deemed year**" has the meaning ascribed thereto in Section 2.11(b);

(dd) "**Defeased Debentures**" has the meaning ascribed thereto in Section 8.6(b);

(ee) "**Depository**" means, with respect to the Debentures of any series issuable or issued in the form of one or more Global Debentures and/or as Book Based Only Debentures, in either case the person designated as depository by the Corporation pursuant to Section 3.1 until a successor depository shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Depository" shall mean each person who is then a depository hereunder, and if at any time there is more than one such person, "Depository" as used with respect to the Debentures of any series shall mean each depository with respect to the Global Debentures or Book Based Only Debentures, as the case may be, of such series and, in the case of the Debentures, the Depository shall initially be CDS;

(ff) "**Depository Participant**" means a broker, dealer, bank, other financial institution or other person for whom a Depository from time to time effects book-entries for a Global Debenture deposited with the Depository or for a Book Based Only Debenture;

(gg) "**Event of Default**" has the meaning ascribed thereto in Section 7.1;

(hh) "**Expiry Date**" has the meaning ascribed thereto in Section 2.3(h)(iii);

(ii) "**Expiry Time**" has the meaning ascribed thereto in Section 2.3(h)(iii);

(jj) "**Extraordinary Resolution**" has the meaning ascribed thereto in Section 11.12;

(kk) "**First Interest Payment Date**" has the meaning ascribed thereto in Section 2.3(d);

(ll) "**Fully Registered Debentures**" means Debentures (other than Global Debentures or Book Based Only Debentures) registered as to both principal and interest;

(mm) "**Global Certificate**" means a global certificate that evidences all or part of the Class A Shares that are issuable upon conversion of a Global Debenture;

(nn) "**Global Debenture**" means a Debenture that is issued to and registered in the name of the Depository, or its nominee, pursuant to Section 2.5 for purposes of being held by or on behalf of the Depository as custodian for participants in the Depository's book-entry only registration system or non-certificated inventory system;

(oo) "**Governmental Authority**" means any domestic or foreign federal, provincial, regional, state, municipal or other government, governmental department, agency, authority or body (whether administrative, legislative, executive or otherwise), court, tribunal, commission or commissioner, bureau, minister or ministry, board or agency, or other regulatory authority, including any securities regulatory authorities or stock exchange;

(pp) "**Indemnified Parties**" has the meaning ascribed thereto in Section 13.15(b);

(qq) "**Initial Debentures**" means the Debentures designated as "11% Unsecured Convertible Debentures" and described in Section 2.3;

(rr) "**Initial Issue Date**" has the meaning ascribed thereto in Section 2.3;

(ss) "**Interest Payment Date**" means a date specified in a Debenture as the date on which interest on such Debenture shall become due and payable; with respect to the Initial Debentures, "**Interest Payment Date**" means, subject to Section 2.3(d) and Section 2.12, the last day of April and October of each year following the Interest Period.

(tt) "**Interest Period**" has the meaning ascribed thereto in Section 2.3(d);

(uu) "**Interest Rate Review Date**" has the meaning ascribed thereto in Section 2.3(d);

(vv) "**Internal Procedures**" means in respect of the making of any one or more entries to, changes in or deletions of any one or more entries in the register of Debentureholders at any time (including without limitation, original issuance or registration of transfer of ownership) the minimum number of the Trustee's internal procedures customary at

such time for the entry, change or deletion made to be complete under the operating procedures followed at the time by the Trustee;

(ww) "**LSL Pharma**" or "**Corporation**" means LSL Pharma Group Inc. and includes any successor to or of LSL Pharma which shall have complied with the provisions of Article 9;

(xx) "**LSL Pharma's Auditors**" or "**Auditors of LSL Pharma**" means an independent firm of chartered professional accountants duly appointed as auditors of LSL Pharma;

(yy) "**Mandatory Conversion**" has the meaning ascribed thereto in Section 2.3(g);

(zz) "**Maturity Account**" means an account or accounts required to be established by LSL Pharma (and which shall be maintained by and subject to the control of the Trustee) for each series of Debentures pursuant to and in accordance with this Indenture;

(aaa) "**Maturity Date**" means the date specified for maturity of any Debentures and for the Initial Debentures means October 31, 2028;

(bbb) "**NCI Letter of Instruction**" means the NCI System letter of instruction provided by the Depository to the Trustee in connection with the conversion of the Debentures;

(ccc) "**NCI System**" means a non-certificated inventory system for Debentures maintained by the Depository, as may be changed, supplemented, replaced or otherwise modified from time to time;

(ddd) "**NI 62-104**" means National Instrument 62-104 *Take-Over Bids and Issuer Bids*;

(eee) "**Notice of Mandatory Conversion**" has the meaning ascribed thereto in Section 2.3(g);

(fff) "**Offering**" means the private placement offering of the Initial Debentures by the Corporation for an aggregate gross proceeds of a minimum of $2,000,000 and a maximum of $4,000,000 ($5,000,000 if the agent thereunder exercises its over-allotment option in full);

(ggg) "**Officer's Certificate**" means a certificate of LSL Pharma signed by any one authorized officer or director of LSL Pharma in his or her capacity as an officer or director of LSL Pharma, as the case may be, and not in his or her personal capacity;

(hhh) "**Periodic Offering**" means an offering of Debentures of a series from time to time, the specific terms of which Debentures, including, without limitation, the rate or rates of interest, if any, thereon, the stated maturity or maturities thereof and the redemption provisions, if any, with respect thereto, are to be determined by LSL Pharma upon the issuance of such Debentures from time to time;

(iii) "**Person**" includes an individual, corporation, company, partnership, joint venture, association, trust, trustee, unincorporated organization or government or any agency or political subdivision thereof;

(jjj) "**Redemption Date**" has the meaning attributed thereto in Section 4.3;

(kkk) "**Redemption Notice**" has the meaning attributed thereto in Section 4.3;

(lll) "**Redemption Price**" means, in respect of a Debenture, the amount payable on the Redemption Date fixed for such Debenture; with respect to the Initial Debentures "**Redemption Price**" means: (i) 110% of the principal amount plus accrued and unpaid interest if redeemed prior to the fourth anniversary of the Initial Issue Date ; (ii) 102% of the principal amount plus accrued and unpaid interest if redeemed on or after the fourth anniversary of the Initial Issue Date , but prior to the Maturity Date; or (iii) in the event redemption of the Initial Debentures is required to secure financing for a bona fide acquisition, (A) 105% of the principal amount plus accrued and unpaid interest if redeemed prior to the first anniversary of the Initial Issue Date, (B) 104% of the principal amount plus accrued and unpaid interest if redeemed on or after the first anniversary but prior to the second anniversary of the Initial Issue Date, and (C) 102% of the principal amount plus accrued and unpaid interest if redeemed on or after the second anniversary but prior to the to the fifth anniversary of the Initial Issue Date;

(mmm) "**Regulation S**" means Regulation S adopted by the United States Securities and Exchange Commission under the 1933 Act;

(nnn) "**Restricted Physical Debentures**" means a definitive certificate representing Debentures issued in accordance with Section 3.1 that bears a U.S. Legend;

(ooo) "**SEC**" has the meaning ascribed thereto in Section 6.9;

(ppp) "**Serial Meeting**" has the meaning ascribed thereto in Section 11.2(b)(i);

(qqq) "**Subsidiary**" or "**Subsidiaries**" has the meaning ascribed thereto in the Securities Act (Québec) but excluding specifically Ressources L'Îledor Inc.;

(rrr) "**Successor**" has the meaning ascribed thereto in Section 9.1;

(sss) "**Tax Act**" means the *Income Tax Act* (Canada) as amended from time to time;

(ttt) "**taxes**" means all present and future taxes (including, for certainty, real property taxes), levies, imposts, stamp taxes, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto, and "**tax**" shall have a corresponding meaning;

(uuu) "**this Indenture**", "**this Trust Indenture**", "**hereto**", "**herein**", "**hereby**", "**hereunder**", "**hereof**" and similar expressions refer to this Indenture and not to any particular Article, Section, subsection, clause, subdivision or other portion hereof and include any and every instrument supplemental or ancillary hereto;

(vvv) "**Time of Expiry**" means the time of expiry of certain rights with respect to the conversion of Debentures under Article 5, which is to be set forth for each series of Debentures which by their terms are to be convertible; with respect to the Initial Debentures, "**Time of Expiry**" has the meaning ascribed thereto in Section 2.3(f);

(www) "**trading day**" means a day on which the TSXV (or such other exchange on which the Class A Shares are listed and which forms the primary trading market for such shares)

is open for trading, and if the Class A Shares are not listed on a stock exchange, a day on which an over-the-counter market where such shares are traded is open for business;

(xxx) "**Trustee**" means TSX Trust Company or its successor or successors for the time being as trustee hereunder;

(yyy) "**TSXV**" means the TSX Venture Exchange;

(zzz) "**Uncertificated Debentures**" means Debentures issued under this Indenture in non-certificated form by way of an electronic register maintained by the Trustee;

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

(bbbb) "**U.S. Legend**" has the meaning ascribed thereto in Section 2.14;

(cccc) **"U.S. Purchaser**" means a purchaser of Debentures that (i) received an offer to purchase Debentures in the United States or (ii) placed its order to purchase Debentures from within the United States; provided, however, that the term "U.S. Purchaser" does not include a purchaser of Debentures that purchases such Debentures in an "offshore transaction" pursuant to Rule 902(h)(3) of the 1933 Act;

(dddd) "**Withholding Taxes**" has the meaning ascribed thereto in Section 6.7; and

(eeee) "**Written Direction of LSL Pharma**" or "**Written Request of LSL Pharma**" means a direction or request, in writing, signed by any one officer or director of LSL Pharma on behalf of LSL Pharma.

1.2 Meaning of "Outstanding"

Every Debenture Authenticated and delivered by the Trustee or every Uncertificated Debenture Authenticated by the Trustee by completing its Internal Procedures hereunder shall be deemed to be outstanding until it is cancelled, converted or redeemed or delivered to the Trustee for cancellation, conversion or redemption and monies and/or Class A Shares, as the case may be, for the payment thereof shall have been set aside under Article 8, provided that:

(a) Debentures which have been partially redeemed, purchased or converted shall be deemed to be outstanding only to the extent of the unredeemed, unpurchased or unconverted part of the principal amount thereof;

(b) when a new Debenture has been issued in substitution for a Debenture which has been lost, stolen or destroyed, only one of such Debentures shall be counted for the purpose of determining the aggregate principal amount of Debentures outstanding; and

(c) for the purposes of any provision of this Indenture entitling holders of outstanding Debentures to vote, sign consents, requisitions or other instruments or take any other action under this Indenture, or to constitute a quorum of any meeting of Debentureholders, Debentures owned directly or indirectly, legally or equitably, by LSL Pharma shall be disregarded except that:

(i) for the purpose of determining whether the Trustee shall be protected in relying on any such vote, consent, acquisition or other instrument or action, or on the holders of Debentures present or represented at any meeting of Debentureholders, only the Debentures which the Trustee knows are so owned shall be so disregarded; and

(ii) Debentures so owned which have been pledged in good faith other than to LSL Pharma shall not be so disregarded if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Debentures, sign consents, requisitions or other instruments or take such other actions in his discretion free from the control of LSL Pharma or a Subsidiary of LSL Pharma.

1.3 Interpretation

In this Indenture:

(a) words importing the singular number or masculine gender shall include the plural number or the feminine or neuter genders, and vice versa;

(b) all references to Articles and Schedules refer, unless otherwise specified, to articles of and schedules to this Indenture;

(c) all references to Sections refer, unless otherwise specified, to sections, subsections or clauses of this Indenture;

(d) words and terms denoting inclusiveness (such as "**include**" or "**includes**" or "**including**"), whether or not so stated, are not limited by and do not imply limitation of their context or the words or phrases which precede or succeed them;

(e) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time;

(f) unless otherwise indicated, reference to a statute shall be deemed to be a reference to such statute as amended, re-enacted or replaced from time to time and including any and all regulations thereunder; and

(g) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated by including the day on which the period commences and excluding the day on which the period ends.

1.4 Headings Etc.

The division of this Indenture into Articles and Sections, the provision of a Table of Contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Indenture or of the Debentures.

1.5 Day not a Business Day

Whenever any payment to be made hereunder shall be due, any period of time would begin or end, any calculation is to be made or any other action is to be taken on, or as of, or from a period ending on, a day other than a Business Day, such payment shall be made, such period of time shall begin or end, such

calculation shall be made and such other action shall be taken, as the case may be, unless otherwise specifically provided herein, on or as of the next succeeding Business Day without any additional interest, cost or charge to the Corporation.

1.6 Applicable Law

This Indenture, any supplemental indenture and the Debentures shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein and shall be treated in all respects as Québec contracts.

1.7 Monetary References

Whenever any amounts of money are referred to herein, such amounts shall be deemed to be in lawful money of Canada unless otherwise expressed.

1.8 Invalidity, Etc.

Any provision hereof which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof.

1.9 Language

Each of the parties hereto hereby acknowledges that it has consented to and requested that this Indenture and all documents relating thereto, including, without limiting the generality of the foregoing, the form of Debentures attached hereto as Schedule "A", be drawn up in the English language only. *Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondence et la documentation relative à cette entente, soient rédigées en anglais.*

1.10 Successors and Assigns

All covenants and agreements in this Indenture and the Debentures by any party hereto shall bind the successors and assigns of such party, whether expressed or not.

1.11 Benefits of Indenture

Nothing in this Indenture or in the Debentures, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any paying agent, the holders of Debentures, the Trustee and the holders of Class A Shares (to the extent provided in Section 7.11), any benefit or any legal right, remedy or claim under this Indenture.

1.12 Calculations

The Corporation shall be responsible for making all calculations called for hereunder including, without limitation, calculations of Current Market Price. The Corporation shall make such calculations in good faith and, absent manifest error, the Corporation's calculations shall be final and binding on holders and the Trustee. The Corporation will provide a schedule of its calculations to the Trustee and the Trustee shall be entitled to rely conclusively on the accuracy of such calculations without independent verification.

1.13 Accounting Terms

Except as hereinafter provided or as otherwise indicated in this Indenture, all calculations required or permitted to be made hereunder pursuant to the terms of this Indenture shall be made in accordance with

International Financial Reporting Standards (IFRS). For greater certainty, IFRS shall include any accounting standards that may from time to time be approved for general application by the Canadian Institute of Chartered Accountants.

1.14 Schedules

The following Schedules are incorporated into and form part of this Indenture:

Schedule A – Form of Initial Debenture

Schedule B – Form of Redemption Notice

Schedule C – Form of Conversion Notice

Schedule D – Form of Declaration of Removal of Legend

In the event of any inconsistency between the provisions of any Section of this Indenture and the provisions of the Schedules which form a part hereof, the provisions of this Indenture shall prevail to the extent of the inconsistency.

ARTICLE 2
THE DEBENTURES

2.1 Limit of Debentures

Subject to the limitation in respect of the Initial Debentures set out in Section 2.3, the aggregate principal amount of Debentures authorized to be issued under this Indenture is unlimited, but Debentures may be issued only upon and subject to the conditions and limitations herein set forth.

2.2 Form and Terms of Debentures of any Series

The Debentures may be issued in one or more series. There shall be established herein or in or pursuant to one or more indentures supplemental hereto, prior to the initial issuance of Debentures of any particular series:

(a) the designation of the Debentures of the series (which need not include the term "Debentures"), which shall distinguish the Debentures of the series from the Debentures of all other series;

(b) any limit upon the aggregate principal amount of the Debentures of the series that may be Authenticated and delivered under this Indenture (except for Debentures Authenticated and delivered upon registration of, transfer of, amendment of, or in exchange for, or in lieu of, other Debentures of the series pursuant to Sections 2.9, 2.10, 3.1, 3.3 and 3.7);

(c) the date or dates on which the principal of the Debentures of the series is payable;

(d) the rate or rates at which the Debentures of the series shall bear interest, if any, the date or dates from which such interest shall accrue, on which such interest shall be payable and on which a record date, if any, shall be taken for the determination of holders to

whom such interest shall be payable and/or the method or methods by which such rate or rates or date or dates shall be determined;

(e) the place or places where the principal of and any interest on Debentures of the series shall be payable or where any Debentures of the series may be surrendered for registration of transfer or exchange;

(f) the right, if any, of LSL Pharma to redeem Debentures of the series, in whole or in part, at its option and the period or periods within which, the price or prices at which and any terms and conditions upon which, Debentures of the series may be so redeemed, pursuant to any sinking fund or otherwise;

(g) the obligation, if any, of LSL Pharma to redeem, purchase or repay Debentures of the series pursuant to any mandatory redemption, sinking fund or analogous provisions or at the option of a holder thereof and the price or prices at which, the period or periods within which, the date or dates on which, and any terms and conditions upon which, Debentures of the series shall be redeemed, purchased or repaid, in whole or in part, pursuant to such obligations;

(h) if other than denominations of $10 and any integral multiple thereof, the denominations in which Debentures of the series shall be issuable;

(i) subject to the provisions of this Indenture, any trustees, depositories, authenticating or paying agents, transfer agents or registrars or any other agents with respect to the Debentures of the series;

(j) any other events of default or covenants with respect to the Debentures of the series;

(k) whether and under what circumstances the Debentures of the series will be convertible into or exchangeable for securities of LSL Pharma or any other Person;

(l) the form and terms of the Debentures of the series;

(m) if applicable, that the Debentures of the series shall be issuable in certificated or uncertificated form;

(n) if applicable, that the Debentures of the series shall be issuable in whole or in part as one or more Global Debentures or Book Based Only Debentures, and, in such case, the Depository or Depositories for such Global Debentures or Book Based Only Debentures in whose name the Global Debentures or Book Based Only Debentures will be registered, and any circumstances other than or in addition to those set forth in Sections 2.9 or 3.1 or those applicable with respect to any specific set of Debentures, as the case may be, in which any such Global Debenture or Book Based Only Debentures may be exchanged for Fully Registered Debentures, or transferred to and registered in the name of a person other than the Depository for such Global Debentures or Book Based Only Debentures or a nominee thereof; if other than Canadian currency, the currency in which the Debentures of the series are issuable; and

(o) any other terms of the Debentures of the series (which terms shall not be inconsistent with the provisions of this Indenture).

Except in respect of the Initial Debentures, the form of which is provided for herein, the Debentures of each series shall be substantially in such form or forms (not inconsistent with this Indenture) as shall be established herein or by or pursuant to one or more resolutions of the directors of LSL Pharma (as set forth in a resolution of the directors of LSL Pharma or to the extent established pursuant to, rather than set forth in, a resolution of the directors of LSL Pharma in an Officer's Certificate detailing such establishment) and in one or more indentures supplemental hereto, in each case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture and may have imprinted or otherwise reproduced thereon such legend or legends or endorsements, not inconsistent with the provisions of this Indenture, as may be required to comply with any law or with any rules or regulations pursuant thereto or with any rules or regulations of any securities exchange or securities regulatory authority or to conform to general usage, all as may be determined by the director or officer of LSL Pharma executing such Debentures, as conclusively evidenced by his or her execution of such Debentures.

All Debentures of any one series shall be substantially identical, except as may otherwise be established herein or by or pursuant to a resolution of the directors of LSL Pharma, as specified in an Officer's Certificate or in a supplemental indenture hereto. All Debentures of any one series need not be issued at the same time and may be issued from time to time, including pursuant to a Periodic Offering, consistent with the terms of this Indenture, if so provided herein, by or pursuant to such resolution of the directors of LSL Pharma, as specified in an Officer's Certificate or in a supplemental indenture hereto.

2.3 Form and Terms of Initial Debentures

(a) The first series of Debentures (the "**Initial Debentures**") authorized for issue under the Offering is limited to up to an aggregate principal amount of $4,000,000 ($5,000,000 if the agent for the Offering exercises its over-allotment option in full) and shall be designated as "11% Unsecured Convertible Debentures".

(b) The Initial Debentures will be denominated in Canadian dollars and shall be issued in denominations of $10 and integral multiples of $10.

(c) The principal amount of each Initial Debenture along with any accrued and unpaid interest thereon shall become due on October 31, 2028 (the "**Maturity Date**"). For greater certainty, the first series of the Initial Debentures shall be dated/issued the date of initial Closing Date of the Offering (the "**Initial Issue Date**") and shall mature on October 31, 2028.

(d) The Initial Debentures shall bear interest from the Initial Issue Date at the rate of 11% per annum (the "**Base Rate**"), payable in cash semi-annually on the last day of April and October of each year following the Interest Period. Interest on the Initial Debentures will accrue from the Initial Issue Date up to the First Interest Payment Date at the Base Rate, compounding semi-annually on the last day of April and October of each year (the "**Interest Period**"). The annual interest rate shall be recalculated twice every year on April 30th and October 31st of each year, starting April 30, 2025 (each an "**Interest Rate Review Date**") until the Maturity Date, and shall be equal to the Base Rate less 100 basis points (1.0%) for each Business Objective achieved (the "**Amended Base Rate**"). Upon achievement of a Business Objective, the Amended Base Rate will be effective as of the following interest payment date of the Initial Debentures (after April 30, 2025) until the next interest payment date thereafter if Business Objective 3 is achieved or until the Maturity Date if a Business Objective 1 or 2 is achieved.

For greater certainty, if, for example, on June 15, 2024 it is determined that one (1) Business Objective is achieved, then the Base Rate will be recalculated on April 30, 2025 and reduced by 100 basis points (1.0%) to reach 10% per annum, and this Amended Base Rate will be effective (i) for the interest period from April 30, 2025 to October 30, 2025 (and reset back to the Base Rate of 11% after such period assuming no other Business Objective is achieved simultaneously) if Business Objective 3 is achieved; or (ii) as of April 30, 2025 until the Maturity Date if a Business Objective 1 or 2 is achieved.

For greater certainty, with respect to Business Objective 3, upon the Corporation achieving Business Objective 3 (assuming no other Business Objective is achieved simultaneously), the lowest applicable Amended Base Rate in any given year for which the Business Objective 3 is achieved, shall be 10% per annum (i.e. the Base Rate less 100 basis points (1.0%)). For example, if the Corporation achieves Business Objective 3 in multiple consecutive years (assuming no other Business Objective is achieved simultaneously), the applicable Amended Base Rate in each such year shall be 10% per annum. Additionally, if the Corporation fails to achieve Business Objective 3 (assuming no other Business Objective is achieved simultaneously) in one year after having achieved Business Objective 3 in the year immediately prior, then the Amended Base Rate shall be adjusted upwards and increased by 100 basis points (1.0%) to arrive at the Base Rate.

LSL Pharma shall provide written notice and any relevant information to the Trustee and the TSXV at least ten (10) Business Days prior the effective date of the Amended Base Rate.

The first interest payment under the Initial Debentures shall be on October 31, 2024 ("**First Interest Payment Date**") and the last interest payment shall fall due on their Maturity Date. The payment to be made on the First Interest Payment Date shall be $1.13 in respect of each $10 principal amount of Initial Debentures. The first interest payment for the Initial Debentures will include accrued interest from and including the Initial Issue Date of the Initial Debentures to but excluding the First Interest Payment Date and the last interest payment will include accrued interest from and including April 30, 2028 to but excluding their Maturity Date.

(e) Subject to regulatory approval and subject to any other provisions herein, including Article 4 , LSL Pharma, at its option, shall have the right to redeem, either in whole at any time or in part from time to time before the Maturity Date of the Initial Debentures by payment of money, any Initial Debentures issued hereunder of any series which by their terms are made so redeemable at a price per Initial Debenture equal to: (i) 110% of the principal amount plus accrued and unpaid interest if redeemed prior to the fourth anniversary of the Initial Issue Date; (ii) 102% of the principal amount plus accrued and unpaid interest if redeemed on or after the fourth anniversary of the Initial Issue Date , but prior to the Maturity Date; or (iii) in the event redemption of the Initial Debentures is required to secure financing for a bona fide acquisition, (A) 105% of the principal amount plus accrued and unpaid interest if redeemed prior to the first anniversary of the Initial Issue Date, (B) 104% of the principal amount plus accrued and unpaid interest if redeemed on or after the first anniversary but prior to the second anniversary of the Initial Issue Date, and (C) 102% of the principal amount plus accrued and unpaid interest if redeemed on or after the second anniversary but prior to the to the fifth anniversary of the Initial Issue Date (the "**Redemption Price**"). If partial

redemption of the Initial Debentures is carried out prior to the Maturity Date, the Redemption Price shall only apply to that portion of the principal amount of the Initial Debentures that is being redeemed.

(f) The Initial Debentures are convertible into Class A Shares in accordance with Article 5 and subject to the following paragraph. Each Initial Debenture shall, at the option of the holder thereof, be convertible in its entirety into Class A Shares at any time prior to the close of business (5:00 p.m. Eastern time) on the earlier of (the "**Time of Expiry**" for the Initial Debentures): (i) the last Business Day immediately preceding the Maturity Date of the Debenture, and (ii) the Redemption Date fixed for such Debenture, at a conversion price of $0.70 per Class A Share (the "**Conversion Price**" for the Initial Debentures), subject to adjustment in certain events as provided in Section 5.4 hereof.

Each Debentureholder acknowledges that it shall file a personal information form or a declaration with the TSXV, and must wait for confirmation of the personal information form's or declaration's clearance and approval by the TSXV, and shall comply with any applicable reporting requirements under the Applicable Securities Legislation before converting Initial Debentures if doing so would result in the Debentureholder, together with any parties acting jointly and in concert with the Debentureholder, including the Class A Shares held by the Debentureholder, holding over 9.99% of the issued and outstanding Class A Shares of the Corporation or otherwise becoming a new Insider or Control Person of the Corporation as those terms are defined in the policies of the TSXV. The Trustee shall not be affected by any notice or knowledge to the contrary or incur any liability or responsibility whatsoever or be in any way responsible for monitoring or verifying whether or not a Debentureholder will hold, on conversion, greater than 9.99% of the issued and outstanding Class A Shares of the Corporation or otherwise becoming a new Insider or Control Person of the Corporation, nor for the consequences of any breach of this Section 2.3(f) by a Debentureholder, and the Trustee shall at all times be entitled to assume that a Debentureholder exercising their right of conversion under this Indenture is in compliance with this Section 2.3(f).

(g) The Corporation shall have the option to, prior to the Maturity Date of the Initial Debentures, convert all of the principal amount outstanding of the Initial Debentures at the Conversion Price for the Initial Debentures, with at least 30 days' written notice, if, at any time following the date that is twenty-four (24) months from the Initial Issue Date of the Initial Debentures, for the preceding twenty (20) consecutive trading days: (i) the daily volume weighted average trading price of the Class A Shares on the TSXV is greater than 175% of the Conversion Price; and (ii) the average daily volume of the Class A Shares traded on the TSXV is no less than the number obtained when dividing the number of shares issued upon conversion of the total amount of Initial Debentures outstanding by twenty (20) (the "**Mandatory Conversion**" of Initial Debentures).

In the event that the Corporation wishes to exercise this Mandatory Conversion right prior to the Maturity Date of the Initial Debentures, the Corporation or the Trustee upon Written Direction of LSL Pharma, shall issue a press release and send a written notice to every holder of the Initial Debentures then outstanding in the manner provided in Section 12.2 ("**Notice of Mandatory Conversion**"). The Notice of Mandatory Conversion of the Debentures shall be given to the holders of the Initial Debentures then outstanding, and a press release shall be issued by the Corporation concurrently, not more than sixty (60) days nor less than thirty (30) days prior to the

date of conversion and shall state: (i) that it is given pursuant to this Section (g), (ii) the aggregate principal amount of Initial Debentures to be converted, (iii) the date of conversion fixed for the Initial Debentures, (iv) the accrued and unpaid interest thereon to the date of conversion, (v) the place and means of payment (subject to the holder's different instruction received by the Corporation at least five (5) Business Days before the date of conversion) and (vi) that all interest on the portion of the outstanding balance of the principal amount of Initial Debentures to be prepaid/converted shall cease from and after such date of conversion.

The date of conversion for the Initial Debentures shall be set at a date that is at least thirty (30) days following the date of the press release and notice provided in Section (g) hereof.

For greater certainty, issuance of a press release and receipt by the holders of Initial Debentures of the Notice of Mandatory Conversion in this Section (g) does not prevent the holders of Initial Debentures from exercising the right of conversion provided in Section (f) and Article 5 hereof, which holders' right is preferred, until the date of conversion fixed for the Mandatory Conversion of the Initial Debentures.

(h) Upon occurrence of a Change of Control and subject to the terms and conditions of this Section (h), the Corporation shall be obligated to make an offer to purchase all of the Initial Debentures then outstanding. The terms and conditions of such obligation are set forth below:

(i) For the purposes of this Section (h), "**Change of Control**" means (i) any event as a result of or following which any person, or group of persons "acting jointly or in concert" within the meaning of Applicable Securities Legislation, beneficially owns or exercises control or direction over an aggregate of more than 66 2/3% of the then outstanding Class A Shares; or (ii) the sale or other transfer of all or substantially all of the consolidated assets of the Corporation. However, Change of Control shall not include a sale, merger, reorganization or other similar transaction if the previous holders of the Class A Shares hold at least 50% of the voting shares of such merged, reorganized or other continuing entity (and, in the case of a sale of all or substantially all of the assets, in the entity which has acquired such assets) immediately following the completion of such transaction.

(ii) Within 30 days following the occurrence of a Change of Control, the Corporation shall deliver to the Trustee, and the Trustee shall promptly deliver to the holders of the Initial Debentures, a notice stating that there has been a Change of Control and specifying the date on which such Change of Control occurred and the circumstances or events giving rise to such Change of Control (a "**Change of Control Notice**") together with an offer in writing (the "**Change of Control Purchase Offer**") to purchase, on the Change of Control Purchase Date (as defined below), all (or any portion actually tendered to such offer) of the Initial Debentures then outstanding from the holders thereof made in accordance with the requirements of Applicable Securities Legislation at a price per Initial Debenture equal to 101% of the outstanding principal amount thereof plus accrued and unpaid interest on such Initial Debentures up to, but excluding, the Change of Control Purchase Date (the "**Change of Control Offer Price**"). If such Change of Control Purchase Date is after a record date for the payment of interest on the Initial Debentures but on or prior to an Interest Payment Date, then the interest payable

on such date will be paid to the holder of record of the Initial Debentures on the relevant record date.

(iii) The Change of Control Purchase Offer shall include: (A) the Change of Control Offer Price for the Initial Debentures; (B) the date (the "**Expiry Date**") and time (the "**Expiry Time**") on which the Change of Control Purchase Offer shall expire, which date and time shall not, unless otherwise required by Applicable Securities Legislation, be earlier than the close of business on the 30th day and not later than the close of business on the 60th day following the date on which the Change of Control Purchase Offer is delivered or mailed by the Corporation to the Trustee;

(iv) that the Change of Control Purchase Offer may be accepted by the Debentureholders by tendering the Initial Debentures so held by them to the Trustee at the principal office of the Trustee in the City of Montréal, Québec or such other address specified in the notice prior to the Expiry Date and Expiry Time together with the acceptance notice in form and substance satisfactory to the Trustee (the "**Acceptance Notice**");

(v) that Debentureholders may accept the Change of Control Purchase Offer in respect of all or a portion (in a minimum amount of $10 principal amount and multiples thereof) of their Initial Debentures;

(vi) a date (the "**Change of Control Purchase Date**") no later than the 5th Business Day following the Expiry Date on which the Corporation shall take up and pay for all the Initial Debentures duly tendered in acceptance of the Change of Control Purchase Offer; and

(vii) that Debentureholders will be entitled to withdraw their acceptance election if the Trustee receives, not later than the Expiry Time, a facsimile transmission or letter setting forth the name of such Debentureholder, the principal amount of Initial Debentures delivered for purchase and a statement that such Debentureholder is withdrawing his election to have such Initial Debentures purchased.

(i) The Initial Debentures will be issued either as Uncertificated Debentures or in certificated form. If and in the event that the Initial Debentures are determined to be issued in certificated form, each such Initial Debenture and the certificate of the Trustee endorsed thereon shall be issued substantially in the form set out in Schedule "A", and shall be dated the date hereof, with such insertions, omissions, substitutions or other variations as shall be required or permitted by this Indenture, and may have imprinted or otherwise reproduced thereon such legend or legends or endorsements, not inconsistent with the provisions of this Indenture, as may be required to comply with any law or with any rules or regulations pursuant thereto or with any rules or regulations of any stock exchange or securities regulatory authority or to conform with general usage, all as may be determined by the director or officer of LSL Pharma executing such Initial Debenture in accordance with Section 2.7 hereof, as conclusively evidenced by his or her execution of an Initial Debenture. Additionally, such certificated Initial Debenture will bear such distinguishing letters and numbers as the Trustee may approve. Notwithstanding the foregoing, an Initial Debenture may be in such other form or forms as may, from time to time, be approved by a resolution of the directors of LSL Pharma or as specified in an Officer's Certificate. The Initial

Debentures may be engraved, lithographed, printed, mimeographed or typewritten or partly in one form and partly in another, including non-certificated electronic form.

(j) The Trustee has been appointed as transfer agent and registrar of the Initial Debentures.

(k) A copy of all notices provided to Debentureholders pursuant to this Section 2.3 will be provided concurrently by the Corporation to the TSXV.

2.4 Debentures to Rank *Pari Passu*

The Debentures, including the Initial Debentures, shall be unsecured obligations of the Corporation and shall rank *pari passu* in right of payment of principal and interest with all other Debentures issued under the Offering and all previous existing unsecured indebtedness of the Corporation, other than subordinated indebtedness of the Corporation that, by its terms, ranks subordinate to the Debentures.

2.5 Issue of Global Debentures

(a) The Corporation may specify that the Debentures of a series are to be issued in whole or in part as one or more Global Debentures, that may or may not be Book Based Only Debentures, registered in the name of a Depository, or its nominee, designated by the Corporation in the Written Direction of LSL Pharma delivered to the Trustee at the time of issue of such Debentures, and in such event the Corporation shall execute and the Trustee shall Authenticate and deliver one or more Global Debentures that are not Book Based Only Debentures that shall:

(i) represent the aggregate amount equal to the principal amount of the outstanding Debentures to be represented by one or more Global Debentures;

(ii) be released by the Trustee as instructed by the Corporation for further delivery to such Depository or pursuant to such Depository's instructions;

(iii) bear a legend substantially to the following effect:

> "**This Debenture is a Global Debenture within the meaning of the Indenture herein referred to and is registered in the name of a Depository or a nominee thereof. This Debenture may not be transferred to or exchanged for Debentures registered in the name of any person other than the Depository or a nominee thereof and no such transfer may be registered except in the limited circumstances described in the Indenture. Every Debenture authenticated and delivered upon registration of, transfer of, or in exchange for, or in lieu of, this Debenture shall be a Global Debenture subject to the foregoing, except in such limited circumstances described in the Indenture.**
>
> **Unless this certificate is presented by an authorized representative of CDS Clearing and Depository Services Inc. ("CDS") to LSL Pharma Group Inc. (the**

"Issuer") or its agent for registration of transfer, exchange or payment, and any certificate issued in respect thereof is registered in the name of CDS & Co., or in such other name as is requested by an authorized representative of CDS (and any payment is made to CDS & Co. or to such other entity as is requested by an authorized representative of CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered holder hereof, CDS & Co., has a property interest in the securities represented by this certificate herein and it is a violation of its rights for another person to hold, transfer or deal with this certificate."

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER [THE DATE OF ISSUANCE]."

(iv) with respect to the Global Debenture attached in the form of Schedule A-2, bear the U.S. Legend.

(b) The Depository designated for a Global Debenture must, at the time of its designation and at all times while it serves as such Depository, be a clearing agency registered or designated under the Applicable Securities Legislation of the jurisdiction where the Depository has its principal offices.

(c) Notwithstanding anything to the contrary herein, Debentures required to bear the U.S. Legend, and Class A Shares issuable upon conversion, redemption or at maturity thereof, may be issued as a Global Debenture or, in the case of such Class A Shares, as a Global Certificate, only if such Debentures are initially issued pursuant to the exemption from the registration requirements of the 1933 Act provided by Rule 144A thereunder. Other Debentures, including the Class A Shares issuable upon conversion, redemption or at maturity thereof, that are required to bear the U.S. Legend shall be issued as Restricted Physical Debentures.

2.6 Authentication and Delivery of Additional Debentures

LSL Pharma may from time to time request the Trustee to Authenticate and deliver Additional Debentures of any series by delivering to the Trustee the documents referred to below in this Section 2.6 whereupon the Trustee shall Authenticate such Debentures and cause the same to be delivered in accordance with the Written Direction of LSL Pharma referred to below or pursuant to such procedures acceptable to the Trustee as may be specified from time to time by a Written Direction of LSL Pharma; *provided that* any issue of Additional Debentures will be subject to the prior applicable regulatory approvals, including the TSXV, and the Applicable Securities Legislation. The maturity date, issue date, interest rate (if any) and any other terms of the Debentures of such series shall be set forth in or determined by or pursuant to such Written Direction of LSL Pharma and procedures. In Authenticating such Debentures, the Trustee shall be entitled to receive and shall be fully protected in acting and relying upon, unless and until such documents have been superseded or revoked in writing:

(a) an executed supplemental indenture by or pursuant to which the form and terms of such Additional Debentures were established;

(b) a Written Direction of LSL Pharma requesting Authentication and delivery of such Additional Debentures and setting forth delivery instructions, provided that, with respect to Debentures of a series subject to a Periodic Offering:

(i) such Written Direction of LSL Pharma may be delivered by LSL Pharma to the Trustee prior to the delivery to the Trustee of such Additional Debentures of such series for Authentication and delivery;

(ii) the Trustee shall Authenticate and deliver Additional Debentures of such series for original issue from time to time, in an aggregate principal amount not exceeding the aggregate principal amount, if any, established for such series, pursuant to a Written Direction of LSL Pharma or pursuant to procedures acceptable to the Trustee as may be specified from time to time by a Written Direction of LSL Pharma; and

(iii) the maturity date or dates, issue date or dates, interest rate or rates (if any) and any other terms of Additional Debentures of such series shall be determined by an executed supplemental indenture;

(c) an opinion of Counsel addressed to the Trustee, in form and substance satisfactory to the Trustee, acting reasonably, to the effect that all requirements imposed by this Indenture or any applicable supplemental indenture or by law in connection with the proposed issue of Additional Debentures have been complied with, subject to the delivery of certain documents or instruments specified in such opinion; and

(d) an Officer's Certificate certifying that LSL Pharma is not in default under this Indenture or any applicable supplemental indenture, that the terms and conditions for the Authentication and delivery of Additional Debentures (including those set forth in Section 13.4), have been complied with subject to the delivery of any documents or instruments specified in such Officer's Certificate and that no Event of Default exists or will exist upon such Authentication and delivery.

2.7 Execution of Debentures

Unless issued as Book Based Only Debentures or Uncertificated Debentures, all Debentures shall be signed (either manually or by electronic signature) by any one authorized director or officer of LSL Pharma holding office at the time of signing. An electronic signature upon a Debenture Certificate shall for all purposes of this Indenture be deemed to be the signature of the Person whose signature it purports to be. Notwithstanding that any Person whose signature, either manual or electronic, appears on a Debenture Certificate as a director or officer may no longer hold such office at the date of the Debenture Certificate or at the date of the Authentication and delivery thereof, such Debenture Certificate shall be valid and binding upon LSL Pharma and the holder thereof shall be entitled to the benefits of this Indenture.

2.8 Authentication

(a) No Debenture shall be issued or, if issued, shall be obligatory on the Corporation or shall entitle the holder to the benefits of this Indenture, until it has been Authenticated by or on behalf of the Trustee substantially in the form set out in this Indenture, in the

relevant supplemental indenture, or in some other form approved by the Trustee, or in the case of Debentures issued as Book Based Only Debentures or Uncertificated Debentures, until such Debentures have been Authenticated by the Trustee and confirmed by the Trustee to the Corporation as being held in the book based (electronic) register maintained by the Trustee and/or having been deposited into the NCI System (which shall also, in each case, be deemed to be the Trustee's confirmation that it has Authenticated such Debentures). Such Authentication on any Debenture, or such Authentication and reflection on the book based (electronic) register maintained by the Trustee and/or deposit into the NCI System of any Book Based Only Debentures by the Trustee and confirmation thereof to the Corporation, as the case may be, shall be conclusive evidence that such Debenture is duly issued, is a valid obligation of the Corporation and the holder is entitled to the benefits hereof.

(b) Authentication by the Trustee of any Debentures, any interim Debentures hereinafter mentioned, or any Book Based Only Debentures or Uncertificated Debentures, shall not be construed as a representation or warranty by the Trustee as to the validity of this Indenture or of the Debentures or interim Debentures or as to the issuance of the Debentures or interim Debentures and the Trustee shall in no respect be liable or answerable for the use made of the Debentures or interim Debentures or any of them or the proceeds thereof. Authentication by the Trustee of any Debentures, interim Debentures, or any Book Based Only Debentures or Uncertificated Debentures, shall, however, be a representation and warranty by the Trustee that such Debentures or interim Debentures have been duly Authenticated by or on behalf of the Trustee pursuant to the provisions of this Indenture.

(c) The Trustee shall Authenticate Uncertificated Debentures (whether upon original issuance, exchange, registration of transfer or otherwise) by completing its Internal Procedures and the Corporation shall, and hereby acknowledges that it shall, thereupon be deemed to have duly and validly issued such Uncertificated Debentures hereunder and that the holder or holders are entitled to the benefits of this Indenture. The register shall be final and conclusive evidence as to all matters relating to Uncertificated Debentures with respect to which this Indenture requires the Trustee to maintain records or accounts. In case of differences between the register at any time and any other time, the register at the later time shall be controlling, absent manifest error and such Uncertificated Debentures are binding on the Corporation.

(d) As and when deemed necessary by the Corporation pursuant to Applicable Securities Legislation, the Corporation will direct the Trustee to affix a legend to each certificate representing the Debentures and the Class A Shares issuable upon conversion thereof, as follows:

> **"UNLESS PERMITTED UNDER APPLICABLE SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [■]."**

And, if applicable under the policies of the TSXV, the additional legend as follows:

> **"WITHOUT PRIOR APPROVAL OF THE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE AND THE SECURITIES ISSUABLE UPON EXERCISE THEREOF MAY NOT BE**

SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL [■].”

(e) In addition to the legends provided for in Section 2.8(d), as and when deemed necessary by Counsel, the Corporation will direct the Trustee to affix any additional legends as may be required pursuant to Applicable Securities Legislation.

(f) In reaching a decision to affix to a Debenture or a Class A Share any of the legends set forth above, the Trustee shall be entitled to act and rely upon the Written Direction of LSL Pharma to issue the Debenture with or without the legend. In reaching a decision to remove the legend set forth above from a Debenture, the Trustee, upon receipt of a Written Direction of LSL Pharma, and the Corporation shall be entitled to act and rely upon the evidence provided by the transferee of the Debenture.

2.9 Interim Debentures or Certificates

Pending the delivery of definitive Debentures of any series to the Trustee, LSL Pharma may issue and the Trustee may Authenticate in lieu thereof interim Debentures in such forms and in such denominations and signed in such manner as provided herein, entitling the holders thereof to definitive Debentures of the series when the same are ready for delivery; or LSL Pharma may execute and the Trustee may Authenticate a temporary Debenture for the whole principal amount of Debentures of the series then authorized to be issued hereunder and deliver the same to the Trustee and thereupon the Trustee may issue its own interim certificates in such form and in such amounts, not exceeding in the aggregate the principal amount of the temporary Debenture so delivered to it, as LSL Pharma and the Trustee may approve entitling the holders thereof to definitive Debentures of the series when the same are ready for delivery, the cost of which shall be borne by LSL Pharma; and, when so issued and Authenticated, such interim or temporary Debentures or interim certificates shall, for all purposes but without duplication, rank in respect of this Indenture equally with Debentures duly issued hereunder and, pending the exchange thereof for definitive Debentures, the holders of the interim or temporary Debentures or interim certificates shall be deemed without duplication to be Debentureholders and entitled to the benefit of this Indenture to the same extent and in the same manner as though the said exchange had actually been made. Forthwith after LSL Pharma shall have delivered the definitive Debentures to the Trustee, the Trustee shall cancel such temporary Debentures, if any, and shall call in for exchange all interim Debentures or certificates that shall have been issued and forthwith after such exchange shall cancel the same. No charge shall be made by LSL Pharma or the Trustee to the holders of such interim or temporary Debentures or interim certificates for the exchange thereof. All interest paid upon interim or temporary Debentures or interim certificates shall be noted thereon as a condition precedent to such payment unless paid by cheque to the registered holders thereof.

2.10 Mutilation, Loss, Theft or Destruction

In case any of the Debentures issued hereunder shall become mutilated or be lost, stolen or destroyed, LSL Pharma, in its discretion, may issue, and thereupon the Trustee shall Authenticate and deliver, a new Debenture upon surrender and cancellation of the mutilated Debenture, or in the case of a lost, stolen or destroyed Debenture, in lieu of and in substitution for the same, and the substituted Debenture shall be in a form approved by the Trustee and shall be entitled to the benefits of this Indenture and rank equally in accordance with its terms with all other Debentures issued or to be issued hereunder. In case of loss, theft or destruction the applicant for a substituted Debenture shall furnish to LSL Pharma and to the Trustee such evidence of the loss, theft or destruction of the Debenture as shall be satisfactory to them in their discretion

and shall also furnish an indemnity and surety bond satisfactory to them in their discretion. The applicant shall pay all reasonable expenses incidental to the issuance of any substituted Debenture.

2.11 Concerning Interest

(a) Subject to Section 2.3(d) with respect to the calculation of interest for the initial interest payment on the Initial Debentures, all Debentures issued hereunder, whether originally or upon exchange or in substitution for previously issued Debentures which are interest bearing, shall, bear interest (i) from and including their issue date, or (ii) from and including the last Interest Payment Date to which interest shall have been paid or made available for payment on the outstanding Debentures of that series, whichever shall be the later, or, in respect of debentures subject to a Periodic Offering, from and including their issue date or from and including the last Interest Payment Date to which interest shall have been paid or made available for payment on such Debentures, in all cases, to but excluding the next Interest Payment Date.

(b) Any payment required to be made on any day that is not a Business Day will be made on the next succeeding Business Day. The record date for the payment of interest on the Debentures will be that date which is seven (7) Business Days prior to each Interest Payment Date.

(c) Unless otherwise specifically provided in the terms of the Debentures of any series, interest for any period of less than six months shall be computed on the basis of a year of 365 days. Subject to Section 2.3(d) in respect of the method for calculating the amount of interest to be paid on the Initial Debentures on the First Interest Payment Date in respect thereof, with respect to any series of Debentures, whenever interest is computed on a basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

2.12 Payment of Interest

Except as otherwise provided in Section 2.3(d) or specified in a resolution of the directors of LSL Pharma or a supplemental indenture relating to a particular series of Additional Debentures, as interest becomes due on each Debenture (except at maturity, on conversion or on redemption, when interest may at the option of LSL Pharma be paid upon surrender of such Debenture) LSL Pharma shall, on or before 11:00 a.m., Eastern time, on the fourth (4th) Business Day immediately prior to the applicable Interest Payment Date, deliver to the Trustee a wire transfer in an amount sufficient to pay such interest as is payable in respect of such Debentures. Upon receipt of such interest payment from LSL Pharma, the Trustee, on behalf of LSL Pharma, shall then send or forward by prepaid ordinary mail, electronic transfer of funds or such other means as may be agreed to by the Trustee, payment of such interest (less any tax required to be withheld therefrom, if any) to the order of the registered holder of such Debenture appearing on the registers maintained by the Trustee at the close of business on the seventh (7th) Business Day prior to the applicable Interest Payment Date and addressed to the holder at the holder's last address appearing on the register (or in the case of joint holders, to such address of one of the joint holders), unless such holder otherwise directs. The Trustee shall assume there are no taxes to be withheld and shall only remit such taxes to the applicable tax authorities on the written direction of the Corporation and upon its receipt of any amounts required to be so remitted. If payment is made to the holder by cheque, such cheque shall be forwarded at least three (3) Business Days prior to each applicable Interest Payment Date and if payment is made by other means (such

as electronic transfer of funds, provided the Trustee must receive confirmation of receipt of funds one (1) Business Day prior to being able to make any payment to holders), such payment shall be made in a manner whereby the holder receives credit for such payment on the date such interest on such Debenture becomes due. The mailing of such cheque or the making of such payment by other means shall, to the extent of the sum represented thereby, plus the amount of any tax withheld as aforesaid, satisfy and discharge all liability for interest on such Debenture, unless in the case of payment by cheque, such cheque is not paid at par on presentation. In the event of non-receipt of any cheque for or other payment of interest by the Person to whom it is so sent as aforesaid, the Trustee will issue to such Person a replacement cheque or other payment for a like amount upon being furnished with such evidence of non-receipt as it shall reasonably require and upon being indemnified to its satisfaction. Notwithstanding the foregoing, if LSL Pharma or the Trustee is prevented by circumstances beyond its control (including, without limitation, any interruption in mail service) from making payment of any interest due on each Debenture in the manner provided above, LSL Pharma or the Trustee may make payment of such interest or make such interest available for payment in any other manner acceptable to the Trustee with the same effect as though payment had been made in the manner provided above.

Notwithstanding this Section 2.12, if the Debentures are represented by one or more Global Debentures or Book Based Only Debentures, then all payments of interest on the Global Debentures or Book Based Only Debentures shall be made by electronic funds transfer or cheque made payable to (i) the Depository or its nominee on the day interest is payable for subsequent payment to beneficial holders of interests in the applicable Global Debentures or Book Based Only Debentures, unless the Corporation and the Depository otherwise agree, or (ii) if the Corporation wishes to have the Trustee act as interest paying agent, to the Trustee by no later than the Business Day prior to the day interest is payable for subsequent payment to beneficial holders of interests in the applicable Global Debentures or Book Based Only Debentures. None of the Corporation, the Trustee or any agent of the Trustee for any Debenture issued as a Global Debentures or Book Based Only Debentures will be liable or responsible to any Person for any aspect of the records related to or payments made on account of beneficial interests in any Global Debentures or Book Based Only Debentures or for maintaining, reviewing, or supervising any records relating to such beneficial interests.

2.13 Payments of Amounts Due on Maturity

Except as may otherwise be provided herein or in any supplemental indenture in respect of any series of Debentures, payments of amounts due upon maturity of the Debentures will be made in the following manner. LSL Pharma will establish and maintain with the Trustee a Maturity Account for each series of Debentures. Each such Maturity Account shall be maintained by and be subject to the control of the Trustee for the purposes of this Indenture. On or before 11:00 a.m. (Eastern time) on the Business Day immediately prior to each Maturity Date for Debentures outstanding from time to time under this Indenture, LSL Pharma will deliver to the Trustee by wire transfer (or otherwise provide immediately available funds) for deposit in the applicable Maturity Account in an amount sufficient to pay the cash amount payable in respect of such Debentures (including the principal amount together with any accrued and unpaid interest less any tax required to be withheld therefrom, if any). The Trustee, on behalf of LSL Pharma, will pay to each holder entitled to receive payment the principal amount of and premium (if any) and accrued and unpaid interest on the Debenture, upon surrender of the Debenture at any branch of the Trustee designated for such purpose from time to time by LSL Pharma and the Trustee. The Trustee shall assume there are no taxes to be withheld and shall only remit such taxes to the applicable tax authorities on the direction of the Corporation and upon its receipt of any amounts required to be so remitted. The delivery of such funds to the Trustee for deposit to the applicable Maturity Account will satisfy and discharge the liability of LSL Pharma for the Debentures to which the delivery of funds relates to the extent of the amount delivered (plus the amount of any tax deducted as aforesaid) and such Debentures will thereafter to that extent not be considered as

outstanding under this Indenture and such holder will have no other right in regard thereto other than to receive out of the money so delivered or made available the amount to which it is entitled.

For greater certainty, the Corporation acknowledges and agrees that, with respect to the Initial Debentures, it shall pay all amounts due upon maturity of the Initial Debentures (including the principal amount together with any accrued and unpaid interest less any tax required to be withheld therefrom, if any) in cash only. The Corporation shall not have the option to pay the amounts due upon maturity of the Initial Debentures in Class A Shares or any other securities of the Corporation.

For greater certainty, it is acknowledged and agreed that under no circumstances will the Trustee be responsible for any tax withholding which may be required in connection with the Debentures. It is further acknowledged and agreed that any tax withholding in connection with the Uncertificated Debentures will be done by Depository Participants, in accordance with their customary practices and procedures.

2.14 U.S. Legend on the Debentures and Class A Shares

(a) All Debentures and the Class A Shares issuable upon conversion thereof have not been and will not be registered under the 1933 Act or any U.S. state securities laws. To the extent that Initial Debentures are offered and sold in the United States to a U.S. Purchaser, such Initial Debentures and all Class A Shares issuable on conversion thereof, as well as all securities issued in exchange for or in substitution of such Class A Shares, shall be issued in certificated form. Certificates, including Restricted Physical Debentures, representing Debentures originally issued and sold to U.S. Purchasers, and certificates representing Class A Shares issuable upon conversion thereof shall, for so long as required by applicable requirements of the 1933 Act or applicable U.S. state securities laws, bear the following legend (the "**U.S. Legend**"):

> **"THE SECURITIES REPRESENTED BY THIS CERTIFICATE [AND THE SECURITIES ISSUABLE UPON CONVERSION THEREOF] HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING OR OTHERWISE HOLDING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE 1933 ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT PROVIDED BY (i) RULE 144 OR (ii) RULE 144A UNDER THE 1933 ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE U.S. STATE SECURITIES LAWS, (D) IN COMPLIANCE WITH ANOTHER EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT AND APPLICABLE STATE SECURITIES LAWS, OR (E)**

PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C)(i) OR (D) ABOVE, A LEGAL OPINION REASONABLY SATISFACTORY TO THE CORPORATION MUST FIRST BE PROVIDED TO THE CORPORATION AND THE CORPORATION'S TRANSFER AGENT TO THE EFFECT THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE 1933 ACT AND APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

provided, that if such securities are being sold in compliance with Rule 904 of Regulation S, and provided further that the Corporation is a "foreign issuer" within the meaning of Regulation S at the time of sale, the U.S. Legend may be removed by providing a duly completed and signed declaration to the Trustee or the transfer agent for the Class A Shares, as applicable, substantially as set forth in Schedule "D" hereto (or as the Corporation may prescribe from time to time), together with any additional documentation as may be required by the Corporation or the Trustee or transfer agent, which evidence may include an opinion of counsel of recognized standing, in form and substance reasonably satisfactory to the Corporation, to the effect that such U.S. Legend is no longer required pursuant to the requirements of the 1933 Act; and *provided further* that, if any such securities are being sold in accordance with Rule 144 under the 1933 Act, the U.S. Legend may be removed by delivery to the Trustee or transfer agent, for the Class A Shares, as applicable, of an opinion of counsel of recognized standing, in form and substance reasonably satisfactory to the Corporation, the Trustee and the transfer agent, as applicable, to the effect that the U.S. Legend is no longer required under applicable requirements of the 1933 Act or applicable state securities laws. Provided that the Trustee or, if applicable, the transfer agent obtains confirmation from the Corporation that such counsel is satisfactory to it, the Trustee shall be entitled to act and rely on such opinion of counsel without further inquiry.

(b) Prior to the issuance of the Debentures, the Corporation shall notify the Trustee, in writing, concerning which Debentures are represented by certificates that bear the U.S. Legend. The Trustee will thereafter maintain a list of all registered holders from time to time of such legended Debentures.

ARTICLE 3
REGISTRATION, TRANSFER, EXCHANGE AND OWNERSHIP

3.1 Global Debentures or Book Based Only Debentures

(a) With respect to each series of Debentures issuable in whole or in part as one or more Global Debentures and/or Book Based Only Debentures, the Corporation shall cause to be kept by and at the principal offices of the Trustee in Montréal, Québec and by the Trustee or such other registrar as the Corporation, with the approval of the Trustee, may appoint at such other place or places, if any, as the Corporation may designate with the approval of the Trustee, a register in which shall be entered the name and

address of the holder of each such Global Debenture (being the Depository, or its nominee, for such Global Debenture) and/or Book Based Only Debenture as holder thereof and particulars of the Global Debenture and/or Book Based Only Debenture held by it, and of all transfers thereof. If any Debentures are at any time not Global Debentures and/or Book Based Only Debentures, the provisions of Section 3.2 shall govern with respect to registrations and transfers of such Debentures.

(b) Notwithstanding any other provision of this Indenture, a Global Debenture or Book Based Only Debentures may not be transferred by the registered holder thereof and accordingly, except to the extent contemplated by Section 3.2, no definitive certificates shall be issued to beneficial holders except in the following circumstances or as otherwise specified in a resolution of the directors, Officer's Certificate or supplemental indenture relating to a particular series of Additional Debentures:

(i) Global Debentures or Book Based Only Debentures may be transferred by a Depository to a nominee of such Depository or by a nominee of a Depository to such Depository or to another nominee of such Depository or by a Depository or its nominee to a successor Depository or its nominee;

(ii) Global Debentures or Book Based Only Debentures may be transferred at any time after (i) the Depository for such Global Debentures or Book Based Only Debentures, as the case may be, or the Corporation has notified the Trustee that the Depository is unwilling or unable to continue as Depository for such Global Debentures or Book Based Only Debentures, or (ii) the Depository ceases to be a clearing agency or otherwise ceases to be eligible to be a Depository, provided in each case that at the time of such transfer the Corporation has not appointed a successor Depository for such Global Debentures or Book Based Only Debentures;

(iii) Global Debentures or Book Based Only Debentures may be transferred at any time after the Corporation has determined, in its sole discretion, and upon providing prior reasonable notice to the Trustee, to terminate the book-entry only registration system or book based entry, in respect of such Global Debentures or Book Based Only Debentures, as the case may be, and has communicated such determination to the Trustee in writing;

(iv) Global Debentures or Book Based Only Debentures may be transferred at any time after the Trustee has determined that an Event of Default has occurred and is continuing with respect to the Debentures of the series issued as a Global Debenture or Book Based Only Debentures, as the case may be, provided that beneficial holders of the Debentures representing, in the aggregate, not less than 25% of the aggregate principal amount of the Debentures of such series advise the Depository in writing, through the Depository Participants, that the continuation of the book-entry only registration system or book based entry, as applicable, for such series of Debentures is no longer in their best interest and also provided that at the time of such transfer the Debentureholders have not waived the Event of Default pursuant to Section 7.3;

(v) Global Debentures or Book Based Only Debentures may be transferred if required by applicable law; or

(vi) Global Debentures or Book Based Only Debentures may be transferred if the book-entry only registration system or book based entry, as applicable, ceases to exist.

(c) With respect to the Global Debentures, unless and until definitive certificates have been issued to beneficial holders of the Debentures pursuant to subsection 3.1(b):

(i) the Corporation and the Trustee may deal with the Depository for all purposes (including paying interest on the Debentures) as the sole holder of the Debentures and the authorized representative of the beneficial holders;

(ii) the rights of the beneficial holders of the Debentures shall be exercised only through the Depository and shall be limited to those established by law and agreements between such beneficial holders and the Depository or the Depository Participants;

(iii) the Depository will make book-entry or book based, as applicable, transfers among the Depository Participants; and

(iv) whenever this Indenture requires or permits actions to be taken based upon instructions or directions of Debentureholders evidencing a specified percentage of the outstanding Debentures, the Depository shall be deemed to be counted in that percentage only to the extent that it has received instructions to such effect from the beneficial holders of the Debentures or the Depository Participants, and has delivered such instructions to the Trustee.

(d) Whenever a notice or other communication is required to be provided to Debentureholders, unless and until definitive certificate(s) have been issued to beneficial holders of the Debentures pursuant to this Section 3.1, the Trustee shall provide all such notices and communications to the Depository and the Depository shall deliver such notices and communications to such beneficial holders in accordance with Applicable Securities Legislation. Upon the termination of the book-entry only registration system or book based entry, as applicable, on the occurrence of one of the conditions specified in Section 3.1(b) with respect to the Debentures issued hereunder, the Trustee shall notify all applicable Depository Participants and beneficial holders through the Depository, of the availability of definitive Debenture Certificates. Upon surrender by the Depository of the certificate(s) representing the Global Debentures and receipt of new registration instructions from the Depository, the Trustee shall deliver the definitive Debenture Certificates for such Debentures to the holders thereof in accordance with the new registration instructions and thereafter, the registration and transfer of such Debentures will be governed by Section 3.2 and the remaining Sections of this Article 3.

(e) Notwithstanding any other provisions of this Indenture or the Debentures, transfers and exchanges of Debentures and beneficial interests in Global Debentures or Book Based Only Debentures shall be made in accordance the applicable rules and guidelines of the Securities Transfer Association of Canada.

(f) Notwithstanding any provisions made in this Indenture for the issuance, certification and Authentication of Debentures in physical form, the Debentures issued under the terms of this Indenture may also be issued to the Depository in book based only form, non-certificated and appearing on the register of the Trustee as a book based entry. In

the absence of any physical securities being created for certification by the Corporation and Authentication by the Trustee both at the initial issuance of the Debentures and at the time of any subsequent additional issuance of Debentures pursuant to the terms of a supplemental indenture, confirmation of the due issuance and validity of any Debentures shall be based upon the comparison of the Debentures in quantity and description appearing under the relevant broker's instant deposit request identification number to the quantity and description of Debentures as detailed in the Written Direction of LSL Pharma addressed to the Trustee and to the broker upon whose posting of the Book Based Only Debentures to the book entry records of the Depository on which both the Corporation and the Trustee shall depend. It is the responsibility of the Corporation to make the necessary arrangements with its broker or brokers to obtain, in a timely manner, the necessary instant deposit request identification number to facilitate the issuance of Book Based Only Debentures.

(g) In the establishment and maintenance of a Book Based Only Debenture issue, the Trustee shall maintain such a record on its register for Debentures in book based form only. Transfers of Debentures appearing on the register of the Depository shall otherwise occur as provided for in this Indenture. The parties hereto further recognize that, notwithstanding the issuance of Book Based Only Debentures, conversions of Debentures shall occur as contemplated by the terms of this Indenture but the Trustee is permitted to employ whatever reasonable means it may from time to time require in order to guarantee the unhindered (but subject to the terms and conditions hereof) conversion of such Debentures appearing on the register for Debentures in book based only form by making whatever arrangements are deemed necessary by it with the Depository.

3.2 Fully Registered Debentures

(a) If any Debentures are at any time not Global Debentures, then such Debentures shall be Fully Registered Debentures and the Corporation shall cause to be kept by and at the principal offices of the Trustee in Montréal, Québec and by the Trustee or such other registrar as the Corporation, with the approval of the Trustee, may appoint at such other place or places, if any, as the Corporation may designate with the approval of the Trustee, a register in which shall be entered the names and addresses of the holders of Fully Registered Debentures and particulars of such Debentures held by them respectively and of all transfers of Fully Registered Debentures. Such registration shall be noted on the Debentures by the Trustee or other registrar unless a new Debenture shall be issued upon such transfer.

(b) No transfer of a Fully Registered Debenture shall be valid unless made on such register referred to in Section 3.2(a) by the registered holder or such holder's executors, administrators or other legal representatives or an attorney duly appointed by an instrument in writing in form and execution satisfactory to the Trustee or other registrar upon surrender of the Debentures together with a duly executed form of transfer acceptable to the Trustee and upon compliance with such other reasonable requirements as the Trustee or other registrar may prescribe, or unless the name of the transferee shall have been noted on the Debenture by the Trustee or other registrar.

3.3 Transferee Entitled to Registration

The transferee of a Debenture shall be entitled, after the appropriate form of transfer is lodged with the Trustee or other registrar and upon compliance with all other conditions in that behalf required by this Indenture or by law, to be entered on the register as the owner of such Debenture free from all equities or rights of set-off or counterclaim between LSL Pharma and the transferor or any previous holder of such Debenture, save in respect of equities of which LSL Pharma is required to take notice by statute or by order of a court of competent jurisdiction. Upon surrender for registration of transfer of Debentures, the Corporation shall issue and thereupon the Trustee shall Authenticate and deliver a new Debenture Certificate or confirm the electronic deposit of Uncertificated Debentures of like tenor in the name of the designated transferee and register such transfer in accordance with Sections 3.1 and 3.2. If less than all the Debentures evidenced by the Debenture Certificate(s) or Uncertificated Debentures so surrendered are transferred, the transferor shall be entitled to receive, in the same manner, a new Debenture Certificate or electronically deposited Uncertificated Debentures registered in the transferor's name evidencing the Debentures not transferred.

3.4 Restricted Physical Debentures

Notwithstanding any other provisions in this Indenture or the Debentures, transfers and exchanges of Restricted Physical Debentures shall be made in accordance with this Section 3.4:

(a) **Transfer of Restricted Physical Debenture for Restricted Physical Debenture**. A Restricted Physical Debenture may be transferred to a Person who takes delivery thereof in the form of a Restricted Physical Debenture if the Trustee receives an opinion of counsel of recognized standing, in form and substance reasonably satisfactory to the Trustee and the Corporation, to the effect that such transfer or exchange is in compliance with the 1933 Act and all applicable state securities laws.

(b) **Transfer and Exchange of Restricted Physical Debentures for Unrestricted Physical Debentures**. A Restricted Physical Debenture may be transferred to a Person who takes delivery thereof in the form of an Unrestricted Physical Debenture if the Trustee receives a certificate from such holder in the form of Schedule "D", including the certifications therein, and an opinion of counsel in form reasonably acceptable to the Corporation and the Trustee to the effect that such transfer or exchange is in compliance with the 1933 Act and all applicable state securities laws.

3.5 No Notice of Trusts

Neither LSL Pharma nor the Trustee nor any registrar shall be bound to take notice of or see to the execution of any trust (other than that created by this Indenture) whether express, implied or constructive, in respect of any Debenture, and may transfer the same on the direction of the Person registered as the holder thereof, whether named as trustee or otherwise, as though that Person were the beneficial owner thereof.

3.6 Registers Open for Inspection

The register referred to in Sections 3.1 and 3.2 shall at all reasonable times during the regular business hours of the Trustee be open for inspection by LSL Pharma, the Trustee or any Debentureholder. Every registrar, including the Trustee, shall from time to time when requested to do so by LSL Pharma or by the Trustee, in writing, furnish LSL Pharma or the Trustee, as the case may be, with a list of names and addresses of holders of registered Debentures entered on the register kept by them and showing the principal

amount and serial numbers of the Debentures held by each such holder, provided the Trustee shall be entitled to charge a reasonable fee to the Corporation to provide such a list.

3.7 Exchanges of Debentures

(a) Subject to Section 3.8, Debentures in any authorized form or denomination, other than Global Debentures, may be exchanged for Debentures in any other authorized form or denomination, of the same series and date of maturity, bearing the same interest rate and of the same aggregate principal amount as the Debentures so exchanged.

(b) In respect of exchanges of Debentures permitted by Section 3.7(a), Debentures of any series may be exchanged only at the principal office of the Trustee in the City of Montréal, Québec or at such other place or places, if any, as may be specified in the Debentures of such series and at such other place or places as may from time to time be designated by LSL Pharma with the approval of the Trustee. Any Debentures tendered for exchange shall be surrendered to the Trustee. LSL Pharma shall execute and the Trustee shall Authenticate all Debentures necessary to carry out exchanges as aforesaid. All Debentures surrendered for exchange shall be cancelled.

(c) Debentures issued in exchange for Debentures which at the time of such issue have been selected or called for redemption at a later date shall be deemed to have been selected or called for redemption in the same manner and shall have noted thereon a statement to that effect.

3.8 Closing of Registers

(a) Neither LSL Pharma nor the Trustee nor any registrar shall be required to:

(i) make transfers or exchanges of any Debentures on any Interest Payment Date for such Debentures or during the seven (7) preceding Business Days;

(ii) make conversions of any Debentures on any Interest Payment Date for such Debentures or during the seven (7) preceding Business Days;

(iii) make transfers, exchanges, or conversions of any Debentures on any applicable maturity date for such Debentures or during such greater period prior to an applicable maturity date as directed in writing by the Corporation (which period shall not exceed the seven (7) Business Days preceding the applicable date of maturity); or

(iv) make transfers, exchanges, or conversions of any Debentures on the date such Debentures have been selected or called for redemption or during the seven (7) preceding Business Days unless upon due presentation thereof for redemption such Debentures shall not be redeemed, as the register for the Debentures shall be closed in respect of such actions on such dates.

(b) Subject to any restriction herein provided, LSL Pharma with the approval of the Trustee may at any time close any register for any series of Debentures, other than those kept at the principal office of the Trustee in Montréal, Québec and transfer the registration of any Debentures registered thereon to another register (which may be an existing register) and thereafter such Debentures shall be deemed to be registered on

such other register. Notice of such transfer shall be given to the holders of such Debentures.

3.9 Charges for Registration, Transfer and Exchange

For each Debenture exchanged, registered, transferred or discharged from registration, the Trustee or other registrar, except as otherwise herein provided, may make a reasonable charge for its services and in addition may charge a reasonable sum for each new Debenture issued (such amounts to be agreed upon from time to time by the Trustee and LSL Pharma), and payment of such charges and reimbursement of the Trustee or other registrar for any stamp taxes or governmental or other charges required to be paid shall be made by the party requesting such exchange, registration, transfer or discharge from registration as a condition precedent thereto. Notwithstanding the foregoing provisions, no charge shall be made to a Debentureholder hereunder:

(a) for any exchange of any interim or temporary Debenture or interim certificate that has been issued under Section 2.9 for a definitive Debenture; or

(b) for any exchange of a Global Debenture as contemplated by Section 3.1;

(c) for any exchange of any Debenture resulting from a partial redemption under Section 4.2; or

(d) for any exchange of any Debenture resulting from a partial conversion under Section 5.3(d); or

(e) for any exchange of any Debenture resulting from a partial purchase under Section 4.8.

3.10 Ownership of Debentures

(a) Unless otherwise required by law, the Person in whose name any Debenture is registered shall for all the purposes of this Indenture be and be deemed to be the owner thereof and payment of or on account of the principal of and premium, if any, on such Debenture and interest thereon shall be made to such registered holder.

(b) Neither the Corporation nor the Trustee shall have any liability for:

(i) any aspect of the records relating to the beneficial ownership of the Debentures held by a Depository or of the payments relating thereto; or

(ii) maintaining, supervising or reviewing any such records relating to the Debentures.

The rules governing Depositories provide that they act as the agent and depository for Depository Participants. As a result, such Depository Participants must look solely to the Depository and beneficial holders of Debentures must look solely to the Depository Participants for the payment of principal and interest on the Debentures paid by or on behalf of the Corporation to the Depository.

(c) Beneficial holders of Debentures:

(i) may not have Debenture Certificates registered in their name; and

(ii) may not have physical certificates representing their interest in the Debentures.

(d) The registered holder for the time being of any registered Debenture shall be entitled to the principal, premium, if any, and/or interest net of any applicable withholding tax evidenced by such instruments, respectively, free from all equities or rights of set-off or counterclaim between LSL Pharma and the original or any intermediate holder thereof and all Persons may act accordingly and the receipt of any such registered holder for any such principal, premium or interest shall be a good discharge to LSL Pharma and/or the Trustee for the same and neither LSL Pharma nor the Trustee shall be bound to inquire into the title of any such registered holder.

(e) Where Debentures are registered in more than one name, the principal, premium, if any, and interest from time to time payable in respect thereof will be paid to the order of all such holders, failing written instructions from them to the contrary, and the receipt of any one of such holders therefor shall be a valid discharge, to the Trustee, any registrar and to LSL Pharma.

(f) In the case of the death of one or more joint holders of any Debenture the principal, premium, if any, and interest from time to time payable thereon may be paid to the order of the survivor or survivors of such registered holders, upon receipt of all documentation that the Trustee may require, and the receipt of any such survivor or survivors therefor shall be a valid discharge to the Trustee and any registrar and to LSL Pharma.

3.11 Non-Certificated Inventory System

(a) Notwithstanding anything to the contrary set out herein, all Global Debentures issued or to be issued to the Depository may, in the case of previously issued Debentures, be surrendered to the Trustee for, or, in the case of newly issued Debentures, may be directly registered as, an electronic position on the register of Debentureholders to be maintained by the Trustee in accordance with Section 3.1. In such case, the Debentures will be represented in the book based (electronic) register maintained by the Trustee and/or electronically through the NCI System. All Debentures maintained in such electronic position will be legal, valid, binding and enforceable obligations of the Corporation, entitling the registered holders thereof to the same benefits as those registered holders who hold Debentures in physical form. This Indenture and the provisions contained herein will apply, mutatis mutandis, to such Debentures held in such electronic position.

(b) It is understood and agreed by the parties that, unless the Trustee is not in a position to perform electronic conversions, in every instance where Debentures held in an electronic position through the Depository are to be converted in whole or in part, such Debentures being converted shall not be certificated, and it shall be sufficient for the Trustee to convert such Debentures upon receiving either a conversion notice (in the form attached hereto as Schedule "C" hereto) executed by the Depository or an NCI Letter of Instruction in a form agreed upon by the Trustee and the Depository, or such other form as they may require from time to time.

ARTICLE 4
REDEMPTION AND PURCHASE OF DEBENTURES

4.1 Applicability of Article

Subject to regulatory approval and Section 2.3(e) of this Indenture, LSL Pharma, shall have the right to redeem, either in whole at any time or in part from time to time before maturity by payment of money, any Debentures issued hereunder of any series which by their terms are made so redeemable (subject, however, to any applicable restriction on the redemption of Debentures of such series) at such rate or rates of premium, if any, and on such date or dates and in accordance with such other provisions as shall have been determined at the time of issue of such Debentures and as shall have been expressed in this Indenture, in the Debentures, in an Officer's Certificate, or in a supplemental indenture authorizing or providing for the issue thereof, or in the case of Additional Debentures issued pursuant to a Periodic Offering, in the Written Direction of LSL Pharma requesting the Authentication and delivery thereof.

Notwithstanding anything contained herein, the Initial Debentures will only be redeemable by the Corporation subject to the Redemption Price set forth in Section 2.3(e).

4.2 Partial Redemption

If less than all the Debentures of any series for the time being outstanding are at any time to be redeemed, the Debentures to be so redeemed shall be selected by the Trustee at the direction of LSL Pharma on a pro rata basis to the nearest multiple of $10 in accordance with the principal amount of the Debentures registered in the name of each holder or in such other manner as the Trustee deems equitable. Unless otherwise specifically provided in the terms of any series of Debentures, no Debenture shall be redeemed in cash unless the principal amount redeemed is $10 or a multiple thereof. In the event that one or more of such Debentures becomes subject to redemption in cash, upon surrender of any such Debentures for payment of the Redemption Price, together with interest accrued to but excluding the Redemption Date, LSL Pharma shall execute and the Trustee shall Authenticate and deliver without charge to the holder thereof or upon the holder's order one or more new Debentures for the unredeemed part of the principal amount of the Debenture or Debentures so surrendered, or, with respect to a Global Debenture, the Depository shall make notations on the Global Debenture (or the Trustee shall otherwise note in the records in the case of Book Based Only Debentures) of the principal amount thereof so redeemed. Unless the context otherwise requires, the terms "Debenture" or "Debentures" as used in this Article 4 shall be deemed to mean or include any part of the principal amount of any Debenture which in accordance with the foregoing provisions has become subject to redemption.

4.3 Notice of Redemption

Notice of redemption (the "**Redemption Notice**") of any series of Debentures shall be given to the holders of the Debentures so to be redeemed and a press release is to be issued by the Corporation concurrently not more than sixty (60) days nor less than thirty (30) days prior to the date fixed for redemption (the "**Redemption Date**").

In the event that the Corporation wishes to proceed with the redemption of the Debenture before the Maturity Date, the Corporation or the Trustee upon Written Direction of LSL Pharma, shall issue a press release and send a written notice to every Debentureholder in the manner provided in Section 12.2, which shall specify: (i) that it is given pursuant to this Section 4.3, (ii) the aggregate principal amount of Debentures called for redemption, (iii) the applicable Redemption Price, (iv) the redemption date of the Debenture(s) (the "**Redemption Date**"), (v) the accrued and unpaid interest thereon to the Redemption Date, (vi) the place and means of payment (subject to the Debentureholder's different instruction received

by the Corporation at least five (5) Business Days before the Redemption Date), and (vii) that all interest on the portion of the outstanding balance of the principal amount of Debentures called for redemption shall cease from and after such Redemption Date.

In addition, unless all the outstanding Debentures are to be redeemed, the Redemption Notice shall specify:

(i) the distinguishing letters and numbers of the registered Debentures which are to be redeemed (or of such thereof as are registered in the name of such Debentureholder);

(ii) in the case of a published notice/press release, the distinguishing letters and numbers of the Debentures which are to be redeemed or, if such Debentures are selected by terminal digit or other similar system, such particulars as may be sufficient to identify the Debentures so selected;

(iii) in the case of a Global Debenture, that the redemption will take place in such manner as may be agreed upon by the Depository, the Trustee and the Corporation; and

(iv) in all cases, the principal amounts of such Debentures or, if any such Debenture is to be redeemed in part only, the principal amount of such part.

The Redemption Date shall be set at a date that is at least thirty (30) days, but not more than sixty (60) days, following the date of the press release and Redemption Notice provided in Section 4.3 hereof.

For greater certainty, in respect of the Initial Debentures, issuance of a press release and receipt by a Debentureholder of a Redemption Notice provided in Section 4.3 hereof does not prevent the Debentureholder from exercising its or their conversion rights pursuant to Section 2.3(f) and Article 5 herein, which Debentureholder's right is preferred, until the Redemption Date.

4.4 Debentures Due on Redemption Dates

Notice having been given as aforesaid, all the Debentures so called for redemption shall thereupon be and become due and payable at the applicable Redemption Price, together with accrued interest to but excluding the Redemption Date) on the Redemption Date specified in such notice, in the same manner and with the same effect as if it were the date of maturity specified in such Debentures, anything therein or herein to the contrary notwithstanding, and from and after such Redemption Date, if the monies necessary to redeem such Debentures shall have been deposited as provided in Section 4.5 and affidavits or other proof satisfactory to the Trustee as to the publication and/or mailing of such notices shall have been lodged with it, interest upon the Debentures shall cease. If any question shall arise as to whether any notice has been given as above provided and such deposit made, such question shall be decided by the Trustee whose decision shall be final and binding upon all parties in interest.

4.5 Deposit of Redemption Monies

Redemption of Debentures shall be provided for by LSL Pharma depositing via wire transfer with the Trustee or any paying agent to the order of the Trustee, on or before 11:00 a.m. (Eastern time) on the Business Day immediately prior to the Redemption Date specified in such notice, such sums of money as may be sufficient to pay the Redemption Price of the Debentures so called for redemption, plus accrued and unpaid interest thereon up to but excluding the Redemption Date). LSL Pharma shall also deposit with the Trustee a sum of money sufficient to pay any charges or expenses which may be incurred by the Trustee

in connection with such redemption. Every such deposit shall be irrevocable. From the sums so deposited, the Trustee shall pay or cause to be paid to the holders of such Debentures so called for redemption, upon surrender of such Debentures, the principal, premium (if any) and interest (if any) (less any tax required to be withheld therefrom, if any) to which they are respectively entitled on redemption. The Trustee shall assume there are no taxes to be withheld and shall only remit such taxes to the applicable tax authorities on the direction of the Corporation and upon its receipt of any amounts required to be so remitted.

4.6 Failure to Surrender Debentures Called for Redemption

In case the holder of any Debenture so called for redemption shall fail on or before the Redemption Date so to surrender such holder's Debenture, or shall not within such time accept payment of the redemption monies payable, or give such receipt therefor, if any, as the Trustee may require, such redemption monies may be set aside in trust, either in the deposit department of the Trustee or in a chartered bank, and such setting aside shall for all purposes be deemed a payment to the Debentureholder of the sum so set aside and, to that extent, the Debenture shall thereafter not be considered as outstanding hereunder and the Debentureholder shall have no other right except to receive payment out of the monies so paid and deposited, upon surrender and delivery of such holder's Debenture of the Redemption Price, as the case may be, of such Debenture plus any accrued but unpaid interest thereon to but excluding the Redemption Date. Subject to applicable legislation, in the event that any money required to be deposited hereunder with the Trustee or any depository or paying agent on account of principal, premium, if any, or interest, if any, on Debentures issued hereunder shall remain so deposited for a period of six (6) years from the Redemption Date, then such monies, together with any accumulated interest thereon, shall at the end of such period be paid over or delivered over by the Trustee or such depository or paying agent to LSL Pharma on its written demand and, upon receipt thereof, the Trustee shall not be responsible to Debentureholders for any amounts owing to them and subject to applicable law, thereafter the holder of a Debenture in respect of which such money was so repaid to LSL Pharma shall have no rights in respect thereof except to obtain payment of the money due from LSL Pharma, subject to any limitation period provided by the laws of Québec.

4.7 Cancellation of Debentures Redeemed

Subject to the provisions of Section 4.2 as to Debentures redeemed or purchased in part, all Debentures redeemed and paid under this Article 4 shall forthwith be delivered to the Trustee and cancelled and no Debentures shall be issued in substitution therefor.

4.8 Purchase of Debentures by the Corporation

Subject to Applicable Securities Legislation and unless otherwise specifically provided with respect to a particular series of Debentures, the Corporation or an Affiliate may, if it is not at the time in default hereunder and provided that no Event of Default has occurred and is continuing, at any time and from time to time purchase Debentures in the market (which shall include purchases from or through an investment dealer or a firm holding membership on a recognized stock exchange) or by tender or by private contract, at any price. All Debentures so purchased shall be delivered to the Trustee and shall be cancelled and no Debentures shall be issued in substitution therefor.

If, upon an invitation for tenders, more Debentures are tendered at the same lowest price that the Corporation or an Affiliate is prepared to accept, the Debentures to be purchased by the Corporation or by such Affiliate shall be selected by the Trustee on a pro rata basis or in such other manner consented to by the TSXV or such other exchange on which the Debentures are then listed which the Trustee considers appropriate, from the Debentures tendered by each tendering Debentureholder who tendered at such lowest price. For this purpose the Trustee may make, and from time to time amend, regulations with respect to the manner in which Debentures may be so selected, and regulations so made shall be valid and binding upon

all Debentureholders, notwithstanding the fact that as a result thereof one or more of such Debentures become subject to purchase in part only.

The holder of a Debenture Certificate of which a part only is purchased, upon surrender of such Debenture Certificate for payment, shall be entitled to receive, without expense to such holder, one or more new Debenture Certificates for the unpurchased part so surrendered, and the Trustee shall Authenticate and deliver such new Debenture Certificate or Debenture Certificates upon receipt of the Debenture Certificate so surrendered or, with respect to a Global Debenture, the Depository shall electronically deposit the unpurchased part so surrendered.

ARTICLE 5
CONVERSION OF DEBENTURES

5.1 Applicability of Article

Subject to the following paragraph, any Debentures issued hereunder of any series which by their terms are convertible (subject, however, to any applicable restriction of the conversion of Debentures of such series) will be convertible into Class A Shares or other securities of the Corporation, at such conversion rate or rates, and on such date or dates and in accordance with such other provisions as shall have been determined at the time of issue of such Debentures and shall have been expressed in this Indenture, in such Debentures, in an Officer's Certificate, or in a supplemental indenture authorizing or providing for the issue thereof.

Each Debentureholder acknowledges that it shall file a personal information form or a declaration with the TSXV, and must wait for confirmation of the personal information form's or declaration's clearance and approval by the TSXV, and shall comply with any applicable reporting requirements under the Applicable Securities Legislation before converting Initial Debentures if doing so would result in the Debentureholder, together with any parties acting jointly and in concert with the Debentureholder, including the Class A Shares held by the Debentureholder, holding over 9.99% of the issued and outstanding Class A Shares of the Corporation or otherwise becoming a new Insider or Control Person of the Corporation as those terms are defined in the policies of the TSXV. The Trustee shall not be affected by any notice or knowledge to the contrary or incur any liability or responsibility whatsoever or be in any way responsible for monitoring or verifying whether or not a Debentureholder will hold, on conversion, greater than 9.99% of the issued and outstanding Class A Shares of the Corporation or otherwise becoming a new Insider or Control Person of the Corporation, nor for the consequences of any breach of this Section 2.3(f) by a Debentureholder, and the Trustee shall at all times be entitled to assume that a Debentureholder exercising their right of conversion under this Indenture is in compliance with this Section 2.3(f).

Such right of conversion shall extend only to the maximum number of whole Class A Shares into which the aggregate principal amount (and any accrued and unpaid interest thereto) of the Debenture or Debentures surrendered for conversion at any one time by the holder thereof may be converted. Fractional interests in Class A Shares shall be adjusted for in the manner provided in Section 5.5.

5.2 Revival of Right to Convert

If the redemption of any Debenture called for redemption by LSL Pharma is not made or the payment of the purchase price of any Debenture which has been tendered in acceptance of an offer by LSL Pharma to purchase Debentures for cancellation is not made, in the case of a redemption upon due surrender of such Debenture or in the case of a purchase on the date on which such purchase is required to be made, as the case may be, then, provided the Time of Expiry has not passed, the right to convert such Debentures shall revive and continue as if such Debenture had not been called for redemption or tendered in acceptance of LSL Pharma's offer, respectively.

5.3 Manner of Exercise of Right to Convert

(a) The holder of a Debenture desiring to convert such Debenture in whole or in part into Class A Shares shall surrender such Debenture Certificate to the Trustee at its principal office in Montréal, Québec together with the conversion notice in the form attached hereto as Schedule "C" or any other written notice in a form satisfactory to the Trustee, in either case duly executed by the holder or his executors or administrators or other legal representatives or his or their attorney duly appointed by an instrument in writing in form and executed in a manner satisfactory to the Trustee, exercising his right to convert such Debenture in accordance with the provisions of this Article; *provided that* with respect to a Global Debenture, registration and surrender of interests in the Debentures will be made only through the Depository's NCI System, which may require such Debentures to be first withdrawn from the Depository and surrendered to the Trustee; and *provided that* with respect to a Book Based Only Debenture, the obligation to surrender a Debenture to the Trustee shall be satisfied if the Trustee makes notation in its records of the principal amount thereof so converted and the Trustee is provided with all documentation it may reasonably request. Where the Depository is the only holder of the Debentures, the Trustee shall accept delivery of and act upon a NCI Letter of Instruction received by it from the Depository in place of, or accompanied by, a conversion notice duly completed and executed by the holder, containing all pertinent conversion information satisfactory to the Trustee, acting reasonably, and accompanied by a panel for Debenture principal mark-down by the Trustee or such other documentation submitted by the Depository which the Trustee may deem satisfactory to effect the conversion being requested. Thereupon such Debentureholder or, subject to compliance with the applicable terms and provisions hereof and payment of all applicable stamp or security transfer taxes or other governmental charges and compliance with all reasonable requirements of the Trustee, his nominee(s) or assignee(s) shall be entitled to be entered in the books of LSL Pharma as at the Business Day immediately after the Date of Conversion (or such later date as is specified in Section 5.3(b)) as the holder of the number of Class A Shares into which such Debenture is convertible in accordance with the provisions of this Article and, as soon as practicable thereafter, LSL Pharma shall deliver to such Debentureholder or, subject as aforesaid, his nominee(s) or assignee(s), a certificate or certificates for such Class A Shares (or deposit such Class A Shares through the Depository's NCI system) (or if applicable, such Class A Shares may also be issued in the form of a Direct Registration System (DRS) Statement) and make or cause to be made any payment of interest, less withholding tax (if any), to which such holder is entitled in accordance with Section 5.3(e) hereof.

(b) For the purposes of this Article, a Debenture shall be deemed to be surrendered for conversion on the date (the "**Date of Conversion**") on which it is so surrendered when the register of the Trustee is open and in accordance with the provisions of this Article or, in the case of a Global Debenture or Book Based Only Debenture, on the date which the Trustee received notice of and all necessary documentation in respect of the exercise of the conversion rights and, in the case of a Debenture so surrendered by post or other means of transmission, on the date on which it is received by the Trustee at one of its offices specified in Section 5.3(a); provided that if a Debenture is surrendered for conversion on a day on which the register of Class A Shares is closed or on a day which immediately precedes a day on which the register of Class A Shares is closed, the Person or Persons entitled to receive Class A Shares shall become the holder or

holders of record of such Class A Shares as at the date on which such register is next reopened.

(c) Any part, being $10 or an integral multiple thereof, of a Debenture may be converted as provided in this Article and all references in this Indenture to conversion of Debentures shall be deemed to include conversion of such part.

(d) Upon a holder of any Debenture exercising the right of conversion in respect of only a part of the Debenture and surrendering such Debenture to the Trustee, in accordance with Section 5.3(a), the Trustee shall cancel the same and shall without charge forthwith Authenticate and deliver to the holder a new Debenture or Debentures in an aggregate principal amount equal to the unconverted part of the principal amount of the Debenture so surrendered or, with respect to a Global Debenture, the Depository shall make notations on the Global Debenture (or the Trustee shall otherwise note in its records in the case of a Book Based Only Debenture) of the principal amount thereof so converted.

(e) The holder of a Debenture surrendered for conversion in accordance with this Section 5.3 shall be entitled (subject to any applicable restriction on the right to receive interest on conversion of Debentures of any series) to receive accrued and unpaid interest (less any tax required to be withheld therefrom, if any) in respect thereof from and including the last interest payment due up to but excluding the Date of Conversion of such Debentures and the Class A Shares issued upon such conversion shall rank only in respect of distributions or dividends declared in favour of shareholders of record on and after the Business Day immediately after the Date of Conversion or such later date as such holder shall become the holder of record of such Class A Shares pursuant to Section 5.3(b), from which applicable date they will for all purposes be and be deemed to be issued and outstanding as fully paid and non-assessable Class A Shares.

5.4 Adjustment of Conversion Price

The Conversion Price in effect at any date shall be subject to adjustment from time to time as set forth below:

(a) If and whenever at any time prior to the Time of Expiry, LSL Pharma shall (i) subdivide or redivide the outstanding Class A Shares into a greater number of shares, (ii) reduce, combine or consolidate the outstanding Class A Shares into a smaller number of shares, or (iii) issue Class A Shares or securities exchangeable for or convertible into Class A Shares to the holders of all or substantially all of the outstanding Class A Shares by way of a dividend or distribution, the Conversion Price in effect on the effective date of such subdivision, redivision, reduction, combination or consolidation or on the record date for such issue of Class A Shares by way of a dividend or distribution, as the case may be, shall in the case of any of the events referred to in (i) and (iii) above be decreased in proportion to the number of outstanding Class A Shares resulting from such subdivision, redivision or dividend, or shall, in the case of any of the events referred to in (ii) above, be increased in proportion to the number of outstanding Class A Shares resulting from such reduction, combination or consolidation. Such adjustment shall be made successively whenever any event referred to in this Section 5.4(a) shall occur. Any such issue of Class A Shares by way of a dividend or distribution shall be deemed to have been made on the record date for

the dividend or distribution for the purpose of calculating the number of outstanding Class A Shares under subsections (b) and (c) of this Section 5.4.

(b) If and whenever at any time prior to the Time of Expiry LSL Pharma shall fix a record date for the issuance of options, rights or warrants to all or substantially all the holders of its outstanding Class A Shares entitling them, for a period expiring not less than 21 days and not more than 90 days after such record date, to subscribe for or purchase Class A Shares (or securities convertible into Class A Shares) at a price per share (or having a conversion or exchange price per share) less than 95% of the Current Market Price of a Class A Share on such record date, the Conversion Price shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the numerator shall be the total number of Class A Shares outstanding on such record date plus a number of Class A Shares equal to the quotient obtained by dividing the aggregate price of the total number of additional Class A Shares offered for subscription or purchase (or the aggregate conversion or exchange price of the convertible securities so offered) by such Current Market Price per Class A Share, and of which the denominator shall be the total number of Class A Shares outstanding on such record date plus the total number of additional Class A Shares offered for subscription or purchase (or into which the convertible securities so offered are convertible). Such adjustment shall be made successively whenever such a record date is fixed. To the extent that any such options, rights or warrants are not so issued or any such options, rights or warrants are not exercised prior to the expiration thereof, the Conversion Price shall be re-adjusted to the Conversion Price which would then be in effect if such record date had not been fixed or to the Conversion Price which would then be in effect if only the number of Class A Shares (or securities convertible into Class A Shares) actually issued upon the exercise of such options, rights or warrants were included in such fraction, as the case may be.

(c) If and whenever at any time prior to the Time of Expiry, LSL Pharma shall fix a record date for the making of a distribution to all or substantially all the holders of its outstanding Class A Shares of (i) shares of any class other than Class A Shares, (ii) rights, options or warrants (excluding rights, options or warrants entitling the holders thereof for a period of not less than 21 days and not more than 90 days to subscribe for or purchase Class A Shares or securities convertible into Class A Shares), (iii) evidences of its indebtedness, or (iv) costs, securities or other assets (excluding Class A Shares or securities exchangeable or convertible into Class A Shares) then, in each such case, the Conversion Price shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the numerator shall be the total number of Class A Shares outstanding on such record date multiplied by the Current Market Price per Class A Share on such record date, less the fair market value (as determined by the directors of LSL Pharma which determination shall be conclusive) of such shares or rights, options or warrants or evidences of indebtedness or assets so distributed, and of which the denominator shall be the total number of Class A Shares outstanding on such record date multiplied by such Current Market Price per Class A Share. Such adjustment shall be made successively whenever such a record date is fixed. To the extent that such distribution is not so made, the Conversion Price shall be re-adjusted to the Conversion Price which would then be in effect if such record date had not been fixed or to the Conversion Price which would then be in effect based upon

such shares or rights, options or warrants or evidences of indebtedness or assets actually distributed, as the case may be.

(d) If and whenever at any time prior to the Time of Expiry, there is a reclassification of the Class A Shares or a capital reorganization of LSL Pharma other than as described in Section 5.4(a) or a consolidation, amalgamation, arrangement or merger of LSL Pharma with or into any other Person or other entity; or a sale or conveyance of the property and assets of LSL Pharma as an entirety or substantially as an entirety to any other Person or other entity or a liquidation, dissolution or winding-up of LSL Pharma, any holder of a Debenture who has not exercised its right of conversion prior to the effective date of such reclassification, capital reorganization, consolidation, amalgamation, arrangement or merger, sale or conveyance or liquidation, dissolution or winding-up, upon the exercise of such right thereafter, shall be entitled to receive and shall accept, in lieu of the number of Class A Shares then sought to be acquired by it, the number of shares or other securities or property of LSL Pharma or of the Person or other entity resulting from such reclassification, capital reorganization, consolidation, amalgamation, arrangement or merger, or to which such sale or conveyance may be made or which holders of Class A Shares receive pursuant to such liquidation, dissolution or winding-up, as the case may be, that such holder of a Debenture would have been entitled to receive on such reclassification, capital reorganization, consolidation, amalgamation, arrangement or merger, sale or conveyance or liquidation, dissolution or winding-up, if, on the record date or the effective date thereof, as the case may be, the holder had been the registered holder of the number of Class A Shares sought to be acquired by it and to which it was entitled to acquire upon the exercise of the conversion right. If determined appropriate by the directors of LSL Pharma to give effect to or to evidence the provisions of this Section 5.4(d), LSL Pharma, its successor, or such purchasing Person or other entity, as the case may be, shall, prior to or contemporaneously with any such reclassification, capital reorganization, consolidation, amalgamation, arrangement, merger, sale or conveyance or liquidation, dissolution or winding-up, enter into an indenture which shall provide, to the extent possible, for the application of the provisions set forth in this Indenture with respect to the rights and interests thereafter of the holder of Debentures to the end that the provisions set forth in this Indenture shall thereafter correspondingly be made applicable, as nearly as may reasonably be, with respect to any shares, trust units or other securities or property to which a holder of Debentures is entitled on the exercise of its conversion rights thereafter. Any indenture entered into between LSL Pharma and the Trustee pursuant to the provisions of this Section 5.4(d) shall be a supplemental indenture entered into pursuant to the provisions of Article 14. Any indenture entered into between LSL Pharma, any successor to LSL Pharma or such purchasing Person or other entity and the Trustee shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided in this Section 5.4(d) and which shall apply to successive reclassifications, capital reorganizations, consolidations, amalgamations, mergers, sales or conveyances and to any successive liquidation, dissolution or winding up;

(e) If any issuer bid (other than a normal course issuer bid made through the facilities of the TSXV or such other exchange on which the Class A Shares are listed and posted for trading) made by the Corporation or any of its Subsidiaries for all or any portion of Class A Shares shall expire, then, if the issuer bid shall require the payment to shareholders of consideration per Class A Share having a fair market value (determined as provided below) that exceeds the Current Market Price per Class A Share on the last

date (the "**Expiration Date**") tenders could have been made pursuant to such issuer bid (as it may be amended) (the last time at which such tenders could have been made on the Expiration Date is hereinafter sometimes called the "**Expiration Time**"), the Conversion Price shall be adjusted so that the same shall equal the rate determined by multiplying the Conversion Price in effect immediately preceding the close of business on the Expiration Date by a fraction of which (i) the denominator shall be the sum of (A) the fair market value of the aggregate consideration (the fair market value as determined by the board of directors of the Corporation, subject to TSXV approval, whose determination shall be conclusive evidence of such fair market value and which shall be evidenced by an Officer's Certificate delivered to the Trustee) payable to shareholders based on the acceptance (up to any maximum specified in the terms of the issuer bid) of all Class A Shares validly tendered and not withdrawn as of the Expiration Time (the Class A Shares deemed so accepted, up to any such maximum, being referred to as the "**Purchased Class A Shares**") and (B) the product of the number of Class A Shares outstanding (less any Purchased Class A Shares and excluding any Class A Shares held in the treasury of the Corporation) at the Expiration Time and the Current Market Price per Class A Share on the Expiration Date and (ii) the numerator of which shall be the product of the number of Class A Shares outstanding (including Purchased Class A Shares but excluding any Class A Shares held in the treasury of the Corporation) at the Expiration Time multiplied by the Current Market Price per Class A Share on the Expiration Date, such increase to become effective immediately preceding the opening of business on the day following the Expiration Date. In the event that the Corporation is obligated to purchase Class A Shares pursuant to any such issuer bid, but the Corporation is permanently prevented by applicable law from effecting any or all such purchases or any or all such purchases are rescinded, the Conversion Price shall again be adjusted to be the Conversion Price which would have been in effect based upon the number of Class A Shares actually purchased, if any. If the application of this clause (e) of Section 5.4 to any issuer bid would result in a decrease in the Conversion Price, no adjustment shall be made for such issuer bid under this clause (e).

For purposes of this clause (e), the term "issuer bid" shall mean an issuer bid (other than an issuer bid which is exempt from the requirements of Part 2 of NI 62-104) under Applicable Securities Legislation or a take-over bid (other than a take-over bid which is exempt from the requirements of Part 2 of NI 62-104) under Applicable Securities Legislation by a Subsidiary of the Corporation for the Class A Shares and all references to "purchases" of Class A Shares in issuer bids (and all similar references) shall mean and include the purchase of Class A Shares in issuer bids and all references to "tendered Class A Shares" (and all similar references) shall mean and include Class A Shares tendered in issuer bids.

(f) In any case in which this Section 5.4 shall require that an adjustment shall become effective immediately after a record date for an event referred to herein, LSL Pharma may defer, until the occurrence of such event, issuing to the holder of any Debenture converted after such record date and before the occurrence of such event the additional Class A Shares issuable upon such conversion by reason of the adjustment required by such event before giving effect to such adjustment; provided, however, that LSL Pharma shall deliver to such holder an appropriate instrument evidencing such holder's right to receive such additional Class A Shares upon the occurrence of the event requiring such adjustment and the right to receive any distributions made on such additional Class A Shares declared in favour of holders of record of Class A Shares on

and after the Date of Conversion or such later date as such holder would, but for the provisions of this Section 5.4(f), have become the holder of record of such additional Class A Shares pursuant to Section 5.3(b).

(g) The adjustments provided for in this Section 5.4 are cumulative and shall apply to successive subdivisions, redivisions, reductions, combinations, consolidations, distributions, issues or other events resulting in any adjustment under the provisions of this Section, provided that, notwithstanding any other provision of this Section, no adjustment of the Conversion Price shall be required unless such adjustment would require an increase or decrease of at least 1% in the Conversion Price then in effect; provided however, that any adjustments which by reason of this Section 5.4(g) are not required to be made shall be carried forward and taken into account in any subsequent adjustment.

(h) For the purpose of calculating the number of Class A Shares outstanding, Class A Shares owned by or for the benefit of LSL Pharma shall not be counted.

(i) In the event of any question arising with respect to the adjustments provided in this Section 5.4, such question shall be conclusively determined by a firm of nationally recognized chartered professional accountants appointed by LSL Pharma and acceptable to the Trustee (who may be the Auditors of LSL Pharma); such accountants shall have access to all necessary records of LSL Pharma and such determination shall be binding upon LSL Pharma, the Trustee, and the Debentureholders.

(j) In case LSL Pharma shall take any action affecting the Class A Shares other than action described in this Section 5.4, which in the opinion of the directors of LSL Pharma would materially affect the rights of Debentureholders, the Conversion Price shall be adjusted in such manner and at such time, by action of the directors of LSL Pharma, subject to the prior written consent of the TSXV (or, if the Debentures are not listed thereon, on such other exchange on which the Debentures are then listed), as the directors of LSL Pharma in their sole discretion may determine to be equitable in the circumstances. Failure of the directors to make such an adjustment shall be conclusive evidence that they have determined that it is equitable to make no adjustment in the circumstances.

(k) Subject to the prior written consent of the TSXV or such other exchange on which the Debentures are then listed, no adjustment in the Conversion Price shall be made in respect of any event described in Sections 5.4(a), 5.4(b) or 5.4(c) other than the events described in 5.4(a)(i) or 5.4(a)(ii) if the holders of the Debentures are entitled to participate in such event on the same terms *mutatis mutandis* as if they had converted their Debentures prior to the effective date or record date, as the case may be, of such event.

(l) Except as stated above in this Section 5.4, for greater certainty, no adjustment will be made in the Conversion Price for any Debentures as a result of the issuance of Class A Shares at less than the Current Market Price for such Class A Shares on the date of issuance or the then applicable Conversion Price.

5.5 No Requirement to Issue Fractional Class A Shares

LSL Pharma shall not be required to issue fractional Class A Shares upon the conversion of Debentures pursuant to this Article. If more than one Debenture shall be surrendered for conversion at one time by the same holder, the number of whole Class A Shares issuable upon conversion thereof shall be computed on the basis of the aggregate principal amount of such Debentures to be converted. If any fractional interest in a Class A Share would, except for the provisions of this Section, be deliverable upon the conversion of any principal amount of Debentures, LSL Pharma shall, in lieu of delivering any certificate representing such fractional interest, make a cash payment to the holder of such Debenture of an amount equal to the fractional interest which would have been issuable multiplied by the Current Market Price of the Class A Shares on the Date of Conversion, provided, however LSL Pharma shall not be required to make any payment of less than $10.00.

5.6 LSL Pharma to Reserve Class A Shares

LSL Pharma covenants with the Trustee that it will at all times reserve and keep available out of its authorized Class A Shares, solely for the purpose of issue upon conversion of Debentures as in this Article provided, and conditionally allot to Debentureholders who may exercise their conversion rights hereunder, such number of Class A Shares as shall then be issuable upon the conversion of all outstanding Debentures. LSL Pharma covenants with the Trustee that all Class A Shares which shall be so issuable shall be, when issued, duly and validly issued as fully-paid and non-assessable.

5.7 Cancellation of Converted Debentures

Subject to the provisions of Section 5.3 as to Debentures converted in part, all Debentures converted in whole or in part under the provisions of this Article shall be forthwith delivered to and cancelled by the Trustee and no Debenture shall be issued in substitution therefor.

5.8 Certificate as to Adjustment

LSL Pharma shall from time to time immediately after the occurrence of any event which requires an adjustment or readjustment as provided in Section 5.4, deliver an Officer's Certificate to the Trustee specifying the nature of the event requiring the same and the amount of the adjustment necessitated thereby and setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based, which certificate and the amount of the adjustment specified therein shall be confirmed by a firm of nationally recognized chartered accountants appointed by LSL Pharma and acceptable to the Trustee (who may be the Auditors of LSL Pharma) and such advice or determination shall be conclusive and binding on all parties in interest. When so approved, LSL Pharma shall, forthwith give notice to the Debentureholders in the manner provided in Section 12.2 specifying the event requiring such adjustment or readjustment and the results thereof, including the resulting Conversion Price; provided that, if LSL Pharma has given notice under Section 5.9 covering all the relevant facts in respect of such event and if the Trustee approves, no such notice need be given under this Section 5.8.

5.9 Notice of Special Matters

LSL Pharma covenants with the Trustee that so long as any Debenture remains outstanding, it will give notice to the Trustee, and to the Debentureholders in the manner provided in Section 12.2, of its intention to fix a record date for any event referred to in Section 5.4(a), 5.4(b) or 5.4(c) which may give rise to an adjustment in the Conversion Price, and, in each case, such notice shall specify the particulars of such event and the record date and the effective date for such event; provided that LSL Pharma shall only be required to specify in such notice such particulars of such event as shall have been fixed and determined on the date

on which such notice is given. Such notice shall be given not less than fourteen (14) days in each case prior to such applicable record date. A copy of all notices provided to Debentureholders pursuant to this Section 5.9 will be provided concurrently by the Corporation to the TSXV.

5.10 Protection of Trustee

Subject to Section 13.2, the Trustee:

(a) shall not at any time be under any duty or responsibility to any Debentureholder to determine whether any facts exist which may require any adjustment contemplated in this Article 5, or to verify the nature or extent of any such adjustment when made, or with respect to the method employed in making the same;

(b) shall not be accountable with respect to the validity or value (or the kind or amount) of any Class A Shares or of any units, shares or other securities or property which may at any time be issued or delivered upon the conversion of any Debenture;

(c) shall not incur any liability or responsibility whatsoever or be in any way responsible for the consequence of any breach on the part of the Corporation of any of the representations, warranties or covenants of the Corporation or any acts or deeds of the agents or servants of the Corporation;

(d) shall be entitled to act and rely upon the Officer's Certificates or the advice of the accountants appointed by LSL Pharma, and any other documents filed by LSL Pharma pursuant to this Article 5; and

(e) shall not be responsible for any failure of LSL Pharma to make any cash payment or to issue, transfer or deliver Class A Shares or share certificates upon the surrender of any Debenture for the purpose of conversion, or to comply with any of the covenants contained in this Article.

5.11 Payment of Cash in Lieu of Class A Shares

Upon conversion, the Corporation may offer and the converting holder may agree to the delivery of cash for all or a portion of the Debentures surrendered in lieu of Class A Shares, the cash equivalent thereof to be determined by the Corporation on the basis of the Current Market Price of the Class A Shares to be received upon conversion on the Date of Conversion (less applicable withholding taxes, if any).

5.12 U.S. Legends on Class A Shares

(a) Each certificate representing Class A Shares issued upon conversion of Debentures bearing the U.S. Legend, as well as all certificates issued in exchange for or in substitution of the foregoing securities, shall have imprinted or otherwise reproduced thereon such legend or legends, including the U.S. Legend, not inconsistent with the provisions of this Indenture, as may be required to comply with any law or with any rules or regulations pursuant thereto or with any rules or regulations of any securities exchange or securities regulatory authority or to conform with general usage, all as may be determined by the Corporation, as conclusively evidenced by the issue of such certificates.

(b) Without limiting the generality of the foregoing, each certificate representing Class A Shares issued upon conversion of Debentures bearing the U.S. Legend, as well as all certificates issued in exchange for or in substitution of the foregoing securities, shall also bear the U.S. Legend; provided that if such Class A Shares are being sold outside the United States in accordance with Rule 904 of Regulation S and in compliance with local laws and regulations, and provided that LSL Pharma is a "foreign issuer" within the meaning of Regulation S at the time of issuance of such Class A Shares, the U.S. Legend may be removed by providing a declaration to the Trustee, as registrar and transfer agent for the Class A Shares, substantially as set forth in Schedule "D" hereto (or as LSL Pharma may prescribe from time to time), together with any other evidence reasonably requested by LSL Pharma, which evidence may include an opinion of counsel of recognized standing, in form and substance reasonably satisfactory to LSL Pharma, to the effect that the transfer is being made in compliance with Rule 904 of Regulation S; and provided further that, if any such Class A Shares are being sold within the United States in accordance with Rule 144 under the 1933 Act, the U.S. Legend may be removed by delivery to the Trustee, as registrar and transfer agent for the Class A Shares, of an opinion of counsel, of recognized standing, in form and substance reasonably satisfactory to LSL Pharma, that the U.S. Legend is no longer required under applicable requirements of the 1933 Act or applicable U.S. state securities laws. Provided that the Trustee obtains confirmation from LSL Pharma that such counsel is satisfactory to it, it shall be entitled to rely on such opinion of counsel without further inquiry.

ARTICLE 6
COVENANTS OF LSL PHARMA

LSL Pharma hereby covenants and agrees with the Trustee for the benefit of the Trustee and the Debentureholders, that so long as any Debentures remain outstanding:

6.1 To Pay Principal, Premium(if any) and Interest

LSL Pharma will duly and punctually pay or cause to be paid to every Debentureholder the principal of, premium (if any) and interest accrued on the Debentures of which it is the holder on the dates, at the places and in the manner mentioned herein and in the Debentures.

6.2 To Pay Trustee's Remuneration

LSL Pharma will pay the Trustee reasonable remuneration for its services as Trustee hereunder and will repay to the Trustee on demand all reasonable monies which shall have been paid by the Trustee in connection with the execution of the trusts hereby created, including the reasonable compensation, disbursements and expenses of the Trustee's agents and counsels, and such monies including the Trustee's remuneration, shall be payable out of any funds coming into the possession of the Trustee in priority to payment of any principal of the Debentures or interest thereon. Any amount owing under this Section and unpaid 30 days after request for such payment will bear interest from the expiration of such 30 days at a rate per annum equal to the then current rate charged by the Trustee, payable on demand. Such remuneration shall continue to be payable until the trusts hereof be finally wound up and whether or not the trusts of this Indenture shall be in the course of administration by or under the direction of a court of competent jurisdiction. This Section 6.2 shall survive the resignation or removal of the Trustee or the termination of this Indenture.

6.3 To Give Notice of Default

The Corporation will promptly advise the Trustee and the Debentureholders in writing immediately upon obtaining knowledge of any breach or default under the terms of this Indenture.

6.4 Preservation of Existence, etc.

Subject to the express provisions hereof, LSL Pharma will carry on and conduct its activities and business, in a proper, efficient and business-like manner and in accordance with good business practices; and, subject to the express provisions hereof, it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

6.5 Keeping of Books

LSL Pharma will keep or cause to be kept proper books of record and account, in which full and correct entries shall be made of all financial transactions and the assets and business of LSL Pharma in accordance with International Financial Reporting Standards (IFRS).

6.6 Performance of Covenants of Trustee

If LSL Pharma shall fail to perform any of its covenants contained in this Indenture, then LSL Pharma will notify the Trustee in writing of such failure and upon receipt by the Trustee of such notice, the Trustee may notify the Debentureholders of such failure on the part of LSL Pharma and/or may itself perform any of the covenants capable of being performed by it, but shall be under no obligation to do so or to notify the Debentureholders. All sums so expended or advanced by the Trustee shall be repayable as provided in Section 6.2. No such performance, expenditure or advance by the Trustee shall be deemed to relieve LSL Pharma of any default hereunder.

6.7 Taxes

The Corporation shall file or cause to be filed when due all material tax returns and reports required to have been filed and shall pay or cause to be paid when due all taxes required to have been paid by it (including all instalments with respect to the current period) and has made adequate provision for taxes for the current period, except taxes that are being contested in good faith by appropriate proceedings and for which the Corporation has set aside on its books adequate reserves.

6.8 Withholding Matters

All payments made by or on behalf of LSL Pharma under or with respect to the Debentures (including, without limitation, any penalties, interest and other liabilities related thereto) will be made free and clear of and without withholding, or deduction for, or on account of, any present or future tax, duty, levy, impost, assessment or other governmental charge (including, without limitation, penalties, interest and other liabilities related hereto) imposed or levied by or on behalf of the Government of Canada or the United States or elsewhere, or of any province or territory thereof or by any authority or agency therein or thereof having the power to tax ("**Withholding Taxes**"), unless LSL Pharma is required by law or the interpretation or administration thereof, to withhold or deduct any amounts for, or on account of, Withholding Taxes. If LSL Pharma is so required to withhold or deduct any amount for, or on account of, Withholding Taxes from any payment made under or with respect to the Debentures, LSL Pharma shall deduct and withhold such Withholding Taxes from any payment to be made under or with respect to the Debentures and, provided that LSL Pharma forthwith remits such amount to the relevant Governmental Authority or agency, the amount of any such deduction or withholding will be considered an amount paid in satisfaction of LSL

Pharma's obligations under the Debentures. There is no obligation on LSL Pharma to gross-up or pay additional amounts to a holder of Debentures in respect of such deductions or withholdings. For greater certainty, if any amount is required to be deducted or withheld in respect of Withholding Taxes upon a conversion of a Debenture, LSL Pharma shall be entitled to liquidate such number of Class A Shares (or other securities) issuable as a result of such conversion as shall be necessary in order to satisfy such requirement. LSL Pharma shall provide the Trustee and the relevant Debentureholder with copies of receipts or other communications relating to the remittance of such withheld amount or the filing of any forms received from such government authority or agency promptly after receipt thereof.

The Trustee shall have no obligation to verify any payments under the Tax Act or any provision of provincial, state, local or foreign tax law. The Trustee shall at all times be indemnified and held harmless by the Corporation from and against any liabilities of the Trustee incurred in connection with the failure of the Corporation or its agents, to report, remit or withhold taxes as required by the Tax Act or otherwise failing to comply with the Tax Act. This indemnification shall survive the resignation or removal of the Trustee and the termination of this Indenture solely to the extent that such liabilities have been incurred in connection with taxation years occurring during the term of this Indenture.

6.9 SEC Reporting Status

The Corporation confirms that as at the date of execution of this Indenture it does not have a class of securities registered pursuant to Section 12 of the U.S. Securities Exchange Act or have a reporting obligation pursuant to Section 15(d) of the U.S. Securities Exchange Act. The Corporation covenants that in the event that (i) any class of its securities shall become registered pursuant to Section 12 of the U.S. Securities Exchange Act or it shall incur a reporting obligation pursuant to Section 15(d) of the U.S. Securities Exchange Act, or (ii) any such registration or reporting obligation shall be terminated by the Corporation in accordance with the U.S. Securities Exchange Act, the Corporation shall promptly deliver to the Trustee an Officer's Certificate (in a form provided by the Trustee) notifying the Trustee of such registration or termination and such other information as the Trustee may require at the time. The Corporation acknowledges that the Trustee is relying upon the foregoing representation and covenants in order to meet certain U.S. Securities and Exchange Commission (the "**SEC**") obligations with respect to those clients who are filing with the SEC.

6.10 Annual Certificate of Compliance

The Corporation will deliver to the Trustee, within 120 days after the end of each financial year of the Corporation, an Officer's Certificate as to the knowledge of such officer of the Corporation who executes the Officer's Certificate, of the Corporation's compliance with all conditions and covenants of this Indenture certifying that after reasonable investigation and inquiry, the Corporation has complied with all covenants, conditions or other requirements contained in this Indenture, the non-compliance with which could, with the giving of notice, lapse of time or otherwise, constitute an Event of Default hereunder, or if such is not the case, setting forth with reasonable particulars any steps taken or proposed to be taken to remedy such Event of Default.

ARTICLE 7
DEFAULT

7.1 Events of Default

Each of the following events constitutes, and is herein sometimes referred to as, an "**Event of Default**":

(a) failure for thirty (30) days to pay interest on the Debentures when due;

(b) failure to pay principal or premium (whether by way of payment of cash or delivery of Class A Shares), if any, on the Debentures when due whether at maturity, upon redemption, by declaration or otherwise;

(c) default in the delivery, when due of all cash and any Class A Shares or other consideration, payable on conversion with respect to the Debentures which default continues for thirty (30) days;

(d) any representation or warranty provided by the Corporation within this Indenture was incorrect in any material respect;

(e) default in the observance or performance of any covenant or condition of this Indenture by the Corporation for a period of thirty (30) days after notice in writing has been given by the Trustee or from holders of not less than 25% in aggregate principal amount of the Debentures then outstanding to the Corporation specifying such default and requiring the Corporation to remedy such default;

(f) proceedings are commenced for the liquidation or dissolution of the Corporation, a decree or order of a court of competent jurisdiction is entered adjudging the Corporation a bankrupt or insolvent, or an application seeking reorganization, arrangement or adjustment of or in respect of the Corporation is approved, under applicable law relating to bankruptcy, insolvency or relief of debtors, unless such proceedings, decrees, orders or approvals are actively and diligently contested by the Corporation in good faith and are dismissed or stayed within sixty (60) days of commencement;

(g) if LSL Pharma institutes proceedings to be adjudicated a bankrupt or insolvent, or consents to the institution of bankruptcy or insolvency proceedings against it under the *Bankruptcy and Insolvency Act* (Canada), *Companies Creditors Arrangement Act*, or any other bankruptcy, insolvency or analogous laws, or consents to the filing of any such petition or to the appointment of a receiver of, or of any substantial part of, the property of LSL Pharma or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due;

(h) if a resolution is passed for the winding-up or liquidation of LSL Pharma except in the course of carrying out or pursuant to a transaction in respect of which the conditions of Section 9.1 are duly observed and performed;

in each and every such event the Trustee may, in its discretion, and shall, upon prior funding and indemnity and receipt of a request in writing signed by the holders of not less than 25% in principal amount of the Debentures then outstanding (or if the Event of Default shall exist only in respect of one or more series of the Debentures then outstanding, then upon receipt of a request in writing signed by the holders of not less than 25% in principal amount of the Debentures of such series then outstanding), subject to the provisions of Section 7.3, by notice in writing to LSL Pharma declare the principal of and interest on all Debentures then outstanding and all other monies outstanding hereunder to be due and payable and the same shall forthwith become immediately due and payable (or, if the Event of Default shall exist only in respect of one or more series of the Debentures then outstanding, then the Trustee may declare due and payable the principal and interest and premium, if any, only with respect to such Debentures in respect of which there is an Event of Default) to the Trustee, and LSL Pharma shall forthwith pay to the Trustee for the benefit of the Debentureholders such principal, accrued and unpaid interest and interest on amounts in default on such Debentures and all other monies outstanding hereunder, together with subsequent interest at the rate borne

by the Debentures on such principal, interest and such other monies from the date of such declaration until payment is received by the Trustee, such subsequent interest to be payable at the times and places and in the monies mentioned in and according to the tenor of the Debentures. Such irrevocable payment when made shall be deemed to have been made in discharge of LSL Pharma's obligations hereunder and any monies so received by the Trustee shall be applied in the manner provided in Section 7.6.

For greater certainty, for the purposes of this Section 7.1, a series of Debentures shall be in default in respect of an Event of Default if such Event of Default relates to a default in the payment of principal, premium, or interest, as applicable, on the Debentures of such series in which case references to Debentures in this Section 7.1 shall refer to Debentures of that particular series.

For the purposes of this Article 7, where the Event of Default refers to an Event of Default with respect to a particular series of Debentures as described in this Section 7.1, then this Article 7 shall apply *mutatis mutandis* to the Debentures of such series and references in this Article 7 to the Debentures shall mean Debentures of the particular series and references to the Debentureholders shall refer to the Debentureholders of the particular series, as applicable.

Notwithstanding the foregoing, in the event of any Event of Default specified in Section 7.1 hereof, such Event of Default and all consequences thereof shall be annulled, waived and rescinded automatically and without any action by the Trustee or the Debentureholders if, within thirty (30) days after such Event of Default arose the default that is the basis for such Event of Default has been cured.

7.2 Notice of Events of Default

The Trustee shall not be bound to do or give any notice or take any act, action, or proceeding for the enforcement of any of the obligations of the Corporation under this Indenture unless and until it shall have received a Debentureholders' request specifying the act, action or proceeding which the Trustee is requested to take, and have been funded and indemnified, nor shall the Trustee be required to take notice of any default hereunder, unless and until notified in writing of such default, which notice shall distinctly specify the default desired to be brought to the attention of the Trustee and, in the absence of any such notice, the Trustee may for all purposes of this Indenture conclusively assume that no default has been made in the observance or performance of any of the representations, debentures, covenants, agreements, or conditions contained herein. Any such notice shall in no way limit any discretion herein given to the Trustee to determine whether or not the Trustee shall take action with respect to any default.

If an Event of Default shall occur and be continuing the Trustee shall, within thirty (30) days after it receives written notice of the occurrence of such Event of Default, give notice of such Event of Default to the Debentureholders in the manner provided in Section 12.2, provided that notwithstanding the foregoing, unless the Trustee shall have been requested to do so by the holders of at least 25% of the principal amount of the Debentures then outstanding, the Trustee shall not be required to give such notice if the Trustee in good faith, relying on the opinion of Counsel, shall have determined that the withholding of such notice is in the best interests of the Debentureholders and shall have so advised LSL Pharma in writing.

When notice of the occurrence of an Event of Default has been given and the Event of Default is thereafter cured, notice that the Event of Default is no longer continuing shall be given by Corporation to the Trustee in writing, and the Trustee shall give notice that the Event of Default is no longer continuing to the Debentureholders within fifteen (15) days after the Trustee becomes aware the Event of Default has been remedied or cured.

7.3 Waiver of Default

Upon the happening of any Event of Default hereunder:

(a) the holders of the Debentures shall have the power (in addition to the powers exercisable by Extraordinary Resolution as hereinafter provided) by requisition in writing by the holders of more than 25% of the principal amount of Debentures then outstanding, to instruct the Trustee to waive any Event of Default and to cancel any declaration made by the Trustee pursuant to Section 7.1 and the Trustee shall thereupon waive the Event of Default and cancel such declaration, or either, upon such terms and conditions as shall be prescribed in such requisition; *provided that* notwithstanding the foregoing if the Event of Default has occurred by reason of the nonobservance or non-performance by LSL Pharma of any covenant applicable only to one or more series of Debentures, then the holders of more than 25% of the principal amount of the outstanding Debentures of that series shall be entitled to exercise the foregoing power and the Trustee shall so act and it shall not be necessary to obtain a waiver from the holders of any other series of Debentures; and

(b) the Trustee, so long as it has not become bound to declare the principal and interest on the Debentures then outstanding to be due and payable, or to obtain or enforce payment of the same, shall have power, but shall not be obligated, to waive any Event of Default if, in the Trustee's opinion (which may be based on advice of Counsel), the same shall have been cured or adequate satisfaction made therefor, and in such event to cancel any such declaration theretofore made by the Trustee in the exercise of its discretion, upon such terms and conditions as the Trustee may deem advisable.

No such act or omission either of the Trustee or of the Debentureholders shall extend to or be taken in any manner whatsoever to affect any subsequent Event of Default or the rights resulting therefrom.

7.4 Enforcement by the Trustee

(a) Subject to the provisions of Section 7.3 and to the provisions of any Extraordinary Resolution that may be passed by the Debentureholders, if LSL Pharma shall fail to pay to the Trustee, forthwith after the same shall have been declared to be due and payable under Section 7.1, the principal of and premium (if any) and interest on all Debentures then outstanding, together with any other amounts due hereunder, the Trustee may in its discretion and shall upon receipt of a request in writing signed by the holders of not less than 25% in principal amount of the Debentures then outstanding and upon being funded and indemnified to its reasonable satisfaction against all reasonable costs, expenses and liabilities to be incurred, proceed in its name as trustee hereunder to obtain or enforce payment of such principal of and premium (if any) and interest on all the Debentures then outstanding together with any other amounts due hereunder by such proceedings authorized by this Indenture or by law as the Trustee in such request shall have been directed to take, or if such request contains no such direction, or if the Trustee shall act without such request, then by such proceedings authorized by this Indenture or by suit at law as the Trustee shall deem expedient;

(b) The Trustee shall be entitled and empowered, either in its own name or as Trustee of an express trust, or as attorney-in-fact for the holders of the Debentures, or in any one or more of such capacities, to file such proof of debt, amendment of proof of debt, claim, petition or other document as may be necessary or advisable in order to have the

claims of the Trustee and of the holders of the Debentures allowed in any insolvency, bankruptcy, liquidation or other judicial proceedings relative to LSL Pharma or its creditors or relative to or affecting its property. The Trustee is hereby irrevocably appointed (and the successive respective holders of the Debentures by taking and holding the same shall be conclusively deemed to have so appointed the Trustee) the true and lawful attorney-in-fact of the respective holders of the Debentures with authority to make and file in the respective names of the holders of the Debentures or on behalf of the holders of the Debentures as a class, any proof of debt, amendment of proof of debt, claim, petition or other document in any such proceedings and to receive payment of any sums becoming distributable on account thereof, and to execute any such other papers and documents and to do and perform any and all such acts and things for and on behalf of such holders of the Debentures, as may be necessary or advisable in the opinion of the Trustee, relying on the advice of Counsel, in order to have the respective claims of the Trustee and of the holders of the Debentures against LSL Pharma or its property allowed in any such proceeding, and to receive payment of or on account of such claims; *provided*, however, that subject to Section 7.3, nothing contained in this Indenture shall be deemed to give to the Trustee, unless so authorized by Extraordinary Resolution, any right to accept or consent to any plan of reorganization or otherwise by action of any character in such proceeding to waive or change in any way any right of any Debentureholder.

(c) The Trustee shall also have the power at any time and from time to time to institute and to maintain such suits and proceedings as it may be advised shall be necessary or advisable to preserve and protect its interests and the interests of the Debentureholders.

(d) All rights of action hereunder may be enforced by the Trustee without the possession of any of the Debentures or the production thereof on the trial or other proceedings relating thereto. Any such suit or proceeding instituted by the Trustee shall be brought in the name of the Trustee as trustee of an express trust, and any recovery of judgment shall be for the rateable benefit of the holders of the Debentures subject to the provisions of this Indenture. In any proceeding brought by the Trustee (and also any proceeding in which a declaratory judgment of a court may be sought as to the interpretation or construction of any provision of this Indenture, to which the Trustee shall be a party) the Trustee shall be held to represent all the holders of the Debentures, and it shall not be necessary to make any holders of the Debentures parties to any such proceeding.

7.5 No Suits by Debentureholders

No holder of any Debenture shall have any right to institute any action, suit or proceeding at law for the purpose of enforcing payment of the principal of or interest or any other amount on the Debentures or for the execution of any trust or power hereunder or for the appointment of a liquidator or receiver or for a receiving order under the *Bankruptcy and Insolvency Act* (Canada) or to have LSL Pharma wound up or to file or prove a claim in any liquidation or bankruptcy proceeding or for any other remedy hereunder, unless: (a) such holder shall previously have given to the Trustee written notice of the happening of an Event of Default hereunder; and (b) the Debentureholders by Extraordinary Resolution or by written instrument signed by the holders of at least 25% in principal amount of the Debentures then outstanding shall have made a request to the Trustee and the Trustee shall have been afforded reasonable opportunity either itself to proceed to exercise the powers hereinbefore granted or to institute an action, suit or proceeding in its name for such purpose; and (c) the Debentureholders or any of them shall have furnished to the Trustee, when so requested by the Trustee, sufficient funds and security and indemnity satisfactory to it against the

costs, expenses and liabilities to be incurred therein or thereby; and (d) the Trustee shall have failed to act within a reasonable time after such notification, request, receipt of sufficient funds and offer of indemnity and such notification, request, receipt of sufficient funds and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to any such proceeding or for any other remedy hereunder by or on behalf of the holder of any Debentures.

7.6 Application of Monies by Trustee

(a) Except as otherwise expressly provided herein, any monies received by the Trustee from LSL Pharma pursuant to the foregoing provisions of this Article 7, or as a result of legal or other proceedings or from any trustee in bankruptcy or liquidator of LSL Pharma, shall be applied, together with any other monies in the hands of the Trustee available for such purpose, as follows:

(i) first, in payment or in reimbursement to the Trustee of its compensation, costs, charges, expenses, borrowings, advances or other monies furnished or provided by or at the instance of the Trustee in or about the execution of its trusts under, or otherwise in relation to, this Indenture, with interest thereon as herein provided;

(ii) second, but subject as hereinafter in this Section 7.6 provided, in payment, ratably and proportionately to the holders of Debentures, of the principal of and premium (if any) and accrued and unpaid interest (less any tax required to be withheld therefrom) and interest on amounts in default on the Debentures which shall then be outstanding in the priority of principal first and then premium and then accrued and unpaid interest and interest on amounts in default unless otherwise directed by Extraordinary Resolution and in that case in such order or priority as between principal, premium (if any) and interest as may be directed by such resolution; and

(iii) third, in payment of the surplus, if any, of such monies to LSL Pharma or its assigns;

provided, however, that no payment shall be made pursuant to clause (ii) above in respect of the principal, premium or interest on any Debenture held, directly or indirectly, by or for the benefit of LSL Pharma or any Subsidiary (other than any Debenture pledged for value and in good faith to a Person other than LSL Pharma or any Subsidiary but only to the extent of such Person's interest therein) except subject to the prior payment in full of the principal, premium (if any) and interest (if any) on all Debentures which are not so held.

7.7 Notice of Payment by Trustee

Not less than fifteen (15) days' notice shall be given in the manner provided in Section 12.2 by the Trustee to the Debentureholders of any payment to be made under this Article 7. Such notice shall state the time when and place where such payment is to be made and also the liability under this Indenture to which it is to be applied. After the day so fixed, unless payment shall have been duly demanded and have been refused, the Debentureholders will be entitled to interest only on the balance (if any) of the principal monies, premium (if any) and interest due (if any) to them, respectively, on the Debentures, after deduction of the respective amounts payable in respect thereof on the day so fixed.

7.8 Trustee May Demand Production of Debentures

The Trustee shall have the right to demand production of the Debentures in respect of which any payment of principal, interest or premium required by this Article 7 is made and may cause to be endorsed on the same a memorandum of the amount so paid and the date of payment, but the Trustee may, in its discretion, dispense with such production and endorsement, upon such indemnity being given to it and to LSL Pharma as the Trustee shall deem sufficient.

7.9 Remedies Cumulative

No remedy herein conferred upon or reserved to the Trustee, or upon or to the holders of Debentures is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now existing or hereafter to exist by law or by statute.

7.10 Judgment Against LSL Pharma

LSL Pharma covenants and agrees with the Trustee that, in case of any judicial or other proceedings to enforce the rights of the Debentureholders, judgment may be rendered against it in favour of the Debentureholders or in favour of the Trustee, as trustee for the Debentureholders, for any amount which may remain due in respect of the Debentures, the premium and interest thereon (as applicable) and any other monies owing hereunder.

7.11 Immunity of Trustee and Others

The Debentureholders and the Trustee hereby waive and release any right, cause of action or remedy now or hereafter existing in any jurisdiction against any past, present or future officer or director of LSL Pharma or holder of Class A Shares or of any successor thereto, for the payment of the principal of or premium or interest on any of the Debentures or on any covenant, agreement, representation or warranty by LSL Pharma contained herein or in the Debentures.

ARTICLE 8
SATISFACTION AND DISCHARGE

8.1 Cancellation and Destruction

All Debentures shall forthwith after payment thereof be delivered to the Trustee and cancelled by it. All Debentures cancelled or required to be cancelled under this or any other provision of this Indenture shall be destroyed by the Trustee and, if required by LSL Pharma, the Trustee shall furnish to it a destruction certificate setting out the designating numbers of the Debentures so destroyed.

8.2 Non-Presentation of Debentures

In case the holder of any Debenture shall fail to present the same for payment on the date on which the principal, premium (if any) or the interest thereon or represented thereby becomes payable either at maturity or otherwise or shall not accept payment on account thereof and give such receipt therefor, if any, as the Trustee may require:

(a) LSL Pharma shall be entitled to pay or deliver to the Trustee and direct it to set aside; or

(b) in respect of monies in the hands of the Trustee which may or should be applied to the payment of the Debentures, LSL Pharma shall be entitled to direct the Trustee to set aside; or

(c) if the redemption was pursuant to notice given by the Trustee, the Trustee may itself set aside;

the principal, premium (if any) or the interest, as the case may be, in trust to be paid to the holder of such Debenture upon due presentation or surrender thereof in accordance with the provisions of this Indenture; and thereupon the principal, premium (if any) or the interest payable on or represented by each Debenture in respect whereof such monies, if applicable, have been set aside shall be deemed to have been paid and the holder thereof shall thereafter have no right in respect thereof except that of receiving delivery and payment of the monies, so set aside by the Trustee upon due presentation and surrender thereof, subject always to the provisions of Section 8.3.

8.3 Repayment of Unclaimed Monies

Subject to applicable law, any monies, if applicable, set aside under Section 8.2 and not claimed by and paid to holders of Debentures as provided in Section 8.2 within six (6) years after the date of such setting aside shall be repaid and delivered to LSL Pharma on its demand and, upon receipt thereof, the Trustee shall be released from all further liability with respect to such monies, and thereafter the holders of the Debentures in respect of which such monies, were so repaid to LSL Pharma shall have no rights in respect thereof except to obtain payment and delivery of the monies, if applicable, from LSL Pharma subject to any limitation provided by the laws of the Province of Québec.

8.4 Discharge

The Trustee shall at the Written Request of LSL Pharma release and discharge this Indenture and execute and deliver such instruments as it shall be advised by Counsel are requisite for that purpose and to release LSL Pharma from its covenants herein contained (other than the provisions relating to the indemnification of the Trustee), upon proof being given to the reasonable satisfaction of the Trustee that the principal and premium (if any) of and interest (including interest on amounts in default, if any), on all the Debentures and all other monies payable (including payment of all outstanding costs, charges and expenses incurred by the Trustee under this Indenture) or Class A Shares issuable hereunder have been paid or satisfied or delivered or that all the Debentures having matured or having been duly called for redemption, payment of the principal of and interest (including interest on amounts in default, if any) on such Debentures and of all other monies payable hereunder has been duly and effectually provided for in accordance with the provisions hereof.

8.5 Satisfaction

(a) LSL Pharma shall be deemed to have fully paid, satisfied and discharged all of the outstanding Debentures of any series and the Trustee, at the expense of LSL Pharma, shall execute and deliver proper instruments acknowledging the full payment, satisfaction and discharge of such Debentures, when, with respect to all of the outstanding Debentures or all of the outstanding Debentures of any series, as applicable:

(i) LSL Pharma has deposited or caused to be deposited with the Trustee as trust funds or property in trust for the purpose of making payment on such Debentures, an amount in money sufficient to pay, satisfy and discharge the entire amount of principal, premium, if any, and interest, if any, to maturity or any repayment date or Redemption Dates, as the case may be, of such Debentures; or

(ii) LSL Pharma has deposited or caused to be deposited with the Trustee as property in trust for the purpose of making payment on such Debentures:

(A) if the Debentures are issued in Canadian dollars, such amount in Canadian dollars of direct obligations of, or obligations the principal and interest of which are guaranteed by, the Government of Canada; or

(B) if the Debentures are issued in a currency or currency unit other than Canadian dollars, cash in the currency or currency unit in which the Debentures are payable and/or such amount in such currency or currency unit of direct obligations of, or obligations the principal and interest of which are guaranteed by, the Government of Canada or the government that issued the currency or currency unit in which the Debentures are payable;

as will, together with the income to accrue thereon and from the reinvestment thereof, be sufficient to pay and discharge the entire amount of principal and accrued and unpaid interest to maturity or any repayment date, as the case may be, and payment of present taxes owing and any taxes arising with respect to all deposited funds or other provision for payment in respect of all such Debentures; or

(iii) all Debentures Authenticated and delivered (other than (A) Debentures which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 2.10 and (B) Debentures for whose payment has been deposited in trust and thereafter repaid to the Corporation as provided in Section 8.3) have been delivered to the Trustee for cancellation;

and in any such event:

(iv) LSL Pharma has paid, caused to be paid or made provisions to the satisfaction of the Trustee for the payment of all other sums payable with respect to all of such Debentures (together with all applicable fees and expenses of the Trustee in connection with the payment of such Debentures and its duties under this Indenture); and

(v) LSL Pharma has delivered to the Trustee an Officer's Certificate stating that (A) all conditions precedent herein provided relating to the payment, satisfaction and discharge of all such Debentures have been complied with, (B) no Event of Default shall have occurred and be continuing on the date of the deposit referred to in this Section 8.5(a), (C) such release does not and will not result in a breach or violation of, or constitute a default under, any material agreement or instrument to which the Corporation is a party or by which the Corporation is bound, (D) the deposit referred to in this Section 8.5 was not made by the Corporation with the intent of preferring the Debentureholders over the other creditors of the Corporation or with

the intent of defeating, hindering, delaying or defrauding creditors of the Corporation or others; and (E) the Debentureholders will not be subject to any additional taxes as a result of the exercise by the Corporation of a defeasance and that such holders will be subject to taxes, if any, including those in respect of income (including interest and taxable capital gains), on the same amount, in the same manner and at the same time or times as would have been the case if any defeasance had not been exercised in respect of such Debentures.

Any deposits with the Trustee referred to in this Section 8.5 shall be irrevocable, subject to Section 8.6, and shall be made under the terms of an escrow and/or trust agreement in form and substance satisfactory to the Trustee and which provides for the due and punctual payment of the principal of, and interest and premium, if any, on the Debentures being satisfied.

(b) Upon the satisfaction of the conditions set forth in this Section 8.5 with respect to all the outstanding Debentures, or all the outstanding Debentures of any series, as applicable, the terms and conditions of the Debentures, including the terms and conditions with respect thereto set forth in this Indenture (other than those contained in Article 2 and the provisions of Article 1 pertaining to the foregoing provisions) shall no longer be binding upon or applicable to LSL Pharma.

(c) Any funds or obligations deposited with the Trustee pursuant to this Section 8.5 shall be denominated in the currency or denomination of the Debentures in respect of which such deposit is made.

(d) If the Trustee is unable to apply any money or securities in accordance with this Section 8.5 by reason of any legal proceeding or any order or judgment of any court or Governmental Authority enjoining, restraining or otherwise prohibiting such application, LSL Pharma's obligations under this Indenture and the affected Debentures shall be revived and reinstated as though no money or securities had been deposited pursuant to this Section 8.5 until such time as the Trustee is permitted to apply all such money or securities in accordance with this Section 8.5, provided that if LSL Pharma has made any payment in respect of principal, premium or interest on Debentures or, as applicable, other amounts because of the reinstatement of its obligations, LSL Pharma shall be subrogated to the rights of the holders of such Debentures to receive such payment from the money or securities held by the Trustee.

8.6 Continuance of Rights, Duties and Obligations

(a) Where trust funds or trust property have been deposited pursuant to Section 8.5, the holders of Debentures and LSL Pharma shall continue to have and be subject to their respective rights, duties and obligations under Article 2, Article 4 and Article 5 and the provisions of Article 1 pertaining to the foregoing provisions, as may be applicable.

(b) In the event that, after the deposit of trust funds or trust property pursuant to Section 8.5 in respect of a series of Debentures (the "**Defeased Debentures**"), any holder of any of the Defeased Debentures from time to time converts its Debentures to Class A Shares or other securities of LSL Pharma in accordance with Article 5 or any other provision of this Indenture, the Trustee shall upon receipt of a Written Direction of LSL Pharma return to LSL Pharma from time to time the proportionate amount of the trust funds or other trust property deposited with the Trustee pursuant to Section 8.5 in

respect of the Defeased Debentures which is applicable to the Defeased Debentures so converted (which amount shall be based on the applicable principal amount of the Defeased Debentures being converted in relation to the aggregate outstanding principal amount of all the Defeased Debentures).

(c) In the event that, after the deposit of trust funds or trust property pursuant to Section 8.5, LSL Pharma is required to purchase or make an offer to purchase Debentures pursuant to any provisions relating to any series of Debentures, LSL Pharma shall be entitled to use any trust money or trust property deposited with the Trustee pursuant to Section 8.5 for the purpose of paying to any holders of Defeased Debentures who have accepted any such offer of LSL Pharma the total offer price payable in respect of the offer. Upon receipt of a Written Direction of LSL Pharma, the Trustee shall be entitled to pay to such holder from such trust money or trust property deposited with the Trustee pursuant to Section 8.5 in respect of the Defeased Debentures which is applicable to the Defeased Debentures held by such holders who have accepted any such offer of LSL Pharma (which amount shall be based on the applicable principal amount of the Defeased Debentures held holders that accept any such offer in relation to the aggregate outstanding principal amount of all the Defeased Debentures).

ARTICLE 9
SUCCESSORS

9.1 Restrictions on Amalgamation, Merger and Sale of Certain Assets, etc.

Subject to the provisions of Article 10, LSL Pharma shall 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 (herein called a "**Successor**") whether by way of reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise, unless:

(a) prior to or contemporaneously with the consummation of such transaction LSL Pharma and the Successor shall have executed such instruments and done such things as, in the opinion of Counsel, are necessary or advisable to establish that upon the consummation of such transaction:

(i) the Successor will have assumed all the covenants and obligations of LSL Pharma under this Indenture in respect of the Debentures;

(ii) the Debentures will be valid and binding obligations of the Successor entitling the holders thereof, as against the Successor, to all the rights of Debentureholders under this Indenture; and

(iii) in the case of an entity organized otherwise than under the laws of the Province of Québec, shall attorn to the jurisdiction of the courts of the Province of Québec;

(b) such transaction, in the opinion of Counsel, shall be on such terms as to substantially preserve and not impair any of the rights and powers of the Trustee or of the Debentureholders hereunder;

(c) no condition or event shall exist as to LSL Pharma (at the time of such transaction) or the Successor (immediately after 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 hereunder, which constitutes or would constitute an Event of Default hereunder; and

(d) if the Corporation or the continuing corporation resulting from the amalgamation or merger of the Corporation with another Person under the laws of Canada or any province or territory thereof or the laws of the United States or any state thereof will not be the resulting, continuing or surviving corporation, the Corporation shall have, at or prior to the effective date of such consolidation, amalgamation, merger or sale, conveyance, transfer or lease, delivered to the Trustee an Officer's Certificate and an opinion of Counsel, each stating that such consolidation, merger or transfer complies with this Article and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture complies with this Article, and that all conditions precedent herein provided for relating to such transaction have been complied with.

9.2 Vesting of Powers in Successor

Whenever the conditions of Section 9.1 shall have been duly observed and performed, any Successor formed by or resulting from such transaction shall succeed to, and be substituted for, and may exercise every right and power of LSL Pharma under this Indenture with the same effect as though the Successor had been named as LSL Pharma herein and thereafter, except in the case of a lease or other similar disposition of property to the Successor, LSL Pharma shall be relieved of all obligations and covenants under this Indenture and the Debentures. The Trustee will, at the expense of the Successor, execute any documents which it may be advised by Counsel are necessary or advisable for effecting or evidencing such release and discharge.

ARTICLE 10
COMPULSORY ACQUISITION

10.1 Definitions

In this Article:

(a) "**Associate**" shall have the meaning set forth in the *Securities Act* (Québec);

(b) "**Dissenting Debentureholders**" means a Debentureholder who does not accept an Offer referred to in Section 10.2 and includes any assignee of the Debenture of a Debentureholder to whom such an Offer is made, whether or not such assignee is recognized under this Indenture;

(c) "**Offer**" means an offer to acquire outstanding Debentures where, as of the date of the offer to acquire, the Debentures that are subject to the offer to acquire, together with the Offeror's Debentures, constitute in the aggregate 20% or more of the outstanding principal amount of the Debentures;

(d) "**offer to acquire**" includes an acceptance of an offer to sell;

(e) "**Offeror**" means a Person, or two or more Persons acting jointly or in concert, who make an Offer to acquire Debentures;

(f) "**Offeror's Debentures**" means Debentures beneficially owned, or over which control or direction is exercised, on the date of an Offer by the Offeror, any Affiliate or Associate of the Offeror or any Person or company acting jointly or in concert with the Offeror; and

(g) "**Offeror's Notice**" means the notice described in Section 10.3.

10.2 Offer for Debentures

If an Offer for all of the outstanding Debentures (other than Debentures held by or on behalf of the Offeror or an Affiliate or Associate of the Offeror) is made and:

(a) within the time provided in the Offer for its acceptance or within 45 days after the date the Offer is made, whichever period is the shorter, the Offer is accepted by Debentureholders representing at least 90% of the outstanding principal amount of the Debentures, other than the Offeror's Debentures;

(b) the Offeror is bound to take up and pay for, or has taken up and paid for the Debentures of the Debentureholders who accepted the Offer;

(c) the Offeror complies with Sections 10.3 and 10.5; and

(d) the Offer complies with applicable securities laws (including any applicable requirements of the U.S. Securities Exchange Act).

the Offeror is entitled to acquire, and the Dissenting Debentureholders are required to sell to the Offeror, the Debentures held by the Dissenting Debentureholder for the same consideration per Debenture payable or paid, as the case may be, under the Offer.

10.3 Offeror's Notice to Dissenting Debentureholders

Where an Offeror is entitled to acquire Debentures held by Dissenting Debentureholders pursuant to Section 10.2 and the Offeror wishes to exercise such right, the Offeror shall send by registered mail within thirty (30) days after the date of termination of the Offer a notice (the "**Offeror's Notice**") to each Dissenting Debentureholder stating that:

(a) Debentureholders holding at least 90% of the principal amount of all outstanding Debentures, other than Offeror's Debentures, have accepted the Offer;

(b) the Offeror is bound to take up and pay for, or has taken up and paid for, the Debentures of the Debentureholders who accepted the Offer;

(c) Dissenting Debentureholders must transfer their respective Debentures to the Offeror on the terms on which the Offeror acquired the Debentures of the Debentureholders who accepted the Offer within 21 days after the date of the sending of the Offeror's Notice; and

(d) Dissenting Debentureholders must send their respective Debenture Certificate(s) to the Trustee within 21 days after the date of the sending of the Offeror's Notice.

10.4 Delivery of Debenture Certificates

A Dissenting Debentureholder to whom an Offeror's Notice is sent pursuant to Section 10.3 shall, within 21 days after the sending of the Offeror's Notice, send his or her Debenture Certificate(s) to the Trustee duly endorsed for transfer.

10.5 Payment of Consideration to Trustee

Within 21 days after the Offeror sends an Offeror's Notice pursuant to Section 10.3, the Offeror shall pay or transfer to the Trustee, or to such other Person as the Trustee may direct, the cash or other consideration that is payable to Dissenting Debentureholders pursuant to Section 10.2. The acquisition by the Offeror of all Debentures held by all Dissenting Debentureholders shall be effective as of the time of such payment or transfer.

10.6 Consideration to be held in Trust

The Trustee, or the Person directed by the Trustee, shall hold in trust for the Dissenting Debentureholders the cash or other consideration they or it receives under Section 10.5. The Trustee, or such Persons, shall deposit cash in a separate account in a Canadian chartered bank, or other body corporate, any of whose deposits are insured by the Canada Deposit Insurance Corporation, and shall place other consideration in the custody of a Canadian chartered bank or such other body corporate.

10.7 Completion of Transfer of Debentures to Offeror

Within 30 days after the date of the sending of an Offeror's Notice pursuant to Section 10.3, the Trustee, if the Offeror has complied with Section 10.5, shall:

(a) do all acts and things and execute and cause to be executed all instruments as in the Trustee's opinion (which may be based on advice of Counsel) may be necessary or desirable to cause the transfer of the Debentures of the Dissenting Debentureholders to the Offeror;

(b) send to each Dissenting Debentureholder who has complied with Section 10.4 the consideration to which such Dissenting Debentureholder is entitled under this Article 10 net of applicable withholding taxes, if any; and

(c) send to each Dissenting Debentureholder who has not complied with Section 10.4 a notice stating that:

(i) his or her Debentures have been transferred to the Offeror;

(ii) the Trustee or some other Person designated in such notice are holding in trust the consideration for such Debentures; and

(iii) the Trustee, or such other Person, will send the consideration to such Dissenting Debentureholder as soon as possible after receiving such Dissenting Debentureholder's Debenture Certificate(s) or such other documents as the Trustee or such other Person may require in lieu thereof;

and the Trustee is hereby appointed the agent and attorney of the Dissenting Debentureholders for the purposes of giving effect to the foregoing provisions.

10.8 Communication of Offer to LSL Pharma

An Offeror shall not be permitted to utilize the compulsory acquisition provisions set forth in this Article 10 in connection with an Offer for Debentures unless, concurrent with the communication of the Offer to any Debentureholder, a copy of the Offer is provided to LSL Pharma.

ARTICLE 11
MEETINGS OF DEBENTUREHOLDERS

11.1 Right to Convene Meeting

The Trustee or LSL Pharma may at any time and from time to time, and the Trustee shall, on receipt of a Written Request of LSL Pharma or a written request signed by the holders of not less than 25% of the principal amount of the Debentures then outstanding and upon receiving funding and being indemnified to its reasonable satisfaction by LSL Pharma or by the Debentureholders signing such request against the costs which may be incurred in connection with the calling and holding of such meeting, convene a meeting of the Debentureholders. In the event of the Trustee failing, within 30 days after receipt of any such request and such funding and indemnity, to give notice convening a meeting, LSL Pharma or such Debentureholders, as the case may be, may convene such meeting. Every such meeting shall be held in Montréal, Québec or at such other place as may be approved or determined by the Trustee. In connection with any meeting of Debentureholders, the Corporation shall comply with applicable law including, if applicable, National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer*. Any meeting held pursuant to this Article 11 may be done through a virtual or electronic meeting platform, subject to the Trustee's capabilities at the time.

11.2 Notice of Meetings

(a) At least 21 days' notice of any meeting shall be given to the Debentureholders in the manner provided in Section 12.2 and a copy of such notice shall be sent by post to the Trustee, unless the meeting has been called by it. Such notice shall state the time when and the place where the meeting is to be held and shall state briefly the general nature of the business to be transacted thereat and it shall not be necessary for any such notice to set out the terms of any resolution to be proposed or any of the provisions of this Article. The accidental omission to give notice of a meeting to any holder of Debentures shall not invalidate any resolution passed at any such meeting. A holder may waive notice of a meeting either before or after the meeting.

(b) If the business to be transacted at any meeting by Extraordinary Resolution or otherwise, or any action to be taken or power exercised by instrument in writing under Section 11.15, especially affects the rights of holders of Debentures of one or more series in a manner or to an extent differing in any material way from that in or to which the rights of holders of Debentures of any other series are affected (determined as provided in Sections 11.2(c) and 11.2(d)), then:

(i) a reference to such fact, indicating each series of Debentures in the opinion of the Trustee (which may be based on advice of Counsel) so especially affected (hereinafter referred to as the "especially affected series") shall be made in the notice of such meeting, and in any such case the meeting shall be and be deemed to be and is herein referred to as a "Serial Meeting"; and

(ii) the holders of Debentures of an especially affected series shall not be bound by any action taken at a Serial Meeting or by instrument in writing under Section 11.15 unless in addition to compliance with the other provisions of this Article 11:

(A) at such Serial Meeting: (I) there are Debentureholders present in person or by proxy and representing at least 25% in principal amount of the Debentures then outstanding of such series, subject to the provisions of this Article 11 as to quorum at adjourned meetings; and (II) the resolution is passed by the affirmative vote of the holders of more than 50% (or in the case of an Extraordinary Resolution not less than 66 2/3%) of the principal amount of the Debentures of such series then outstanding voted on the resolution; or

(B) in the case of action taken or power exercised by instrument in writing under Section 11.15, such instrument is signed in one or more counterparts by the holders of not less than 66 2/3% in principal amount of the Debentures of such series then outstanding.

(c) Subject to Section 11.2(d), the determination as to whether any business to be transacted at a meeting of Debentureholders, or any action to be taken or power to be exercised by instrument in writing under Section 11.15, especially affects the rights of the Debentureholders of one or more series in a manner or to an extent differing in any material way from that in or to which it affects the rights of Debentureholders of any other series (and is therefore an especially affected series) shall be determined by an opinion of Counsel, which shall be binding on all Debentureholders, the Trustee and LSL Pharma for all purposes hereof.

(d) A proposal:

(i) to extend the maturity of Debentures of any particular series or to reduce the principal amount thereof, the rate of interest or redemption premium thereon or to impair any conversion right thereof;

(ii) to modify or terminate any covenant or agreement which by its terms is effective only so long as Debentures of a particular series are outstanding; or

(iii) to reduce with respect to Debentureholders of any particular series any percentage stated in this Section 11.2 or Sections 11.4, 11.12 and 11.15;

shall be deemed to especially affect the rights of the Debentureholders of such series in a manner differing in a material way from that in which it affects the rights of holders of Debentures of any other series, whether or not a similar extension, reduction, modification or termination is proposed with respect to Debentures of any or all other series.

11.3 Chairman

Some person, who need not be a Debentureholder, nominated in writing by the Trustee shall be chairman of the meeting and if no person is so nominated, or if the person so nominated is not present within 15 minutes from the time fixed for the holding of the meeting, a majority of the Debentureholders present in person or by proxy shall choose some other person present to be chairman.

11.4 Quorum

Subject to the provisions of section 11.12, at any meeting of the Debentureholders a quorum shall consist of Debentureholders present in person or by proxy and representing at least 25% in principal amount of the outstanding Debentures and, if the meeting is a Serial Meeting, at least 25% of the Debentures then outstanding of each especially affected series. If a quorum of the Debentureholders shall not be present within 30 minutes from the time fixed for holding any meeting, the meeting, if summoned by the Debentureholders or pursuant to a request of the Debentureholders, shall be dissolved, but in any other case the meeting shall be adjourned to the same day in the. next week (unless such day is not a Business Day in which case it shall be adjourned to the next following Business Day thereafter) at the same time and place and no notice shall be required to be given in respect of such adjourned meeting. At the adjourned meeting, the Debentureholders present in person or by proxy shall, subject to the provisions of Section 11.12, constitute a quorum and may transact the business for which the meeting was originally convened notwithstanding that they may not represent 25% of the principal amount of the outstanding Debentures or of the Debentures then outstanding of each especially affected series. Any business may be brought before or dealt with at an adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same. No business shall be transacted at any meeting unless the required quorum be present at the commencement of business.

11.5 Power to Adjourn

The chairman of any meeting at which a quorum of the Debentureholders is present may, with the consent of the holders of a majority in principal amount of the Debentures represented thereat, adjourn any such meeting and no notice of such adjournment need be given except such notice, if any, as the meeting may prescribe.

11.6 Show of Hands

Every question submitted to a meeting shall, subject to Section 11.7, be decided in the first place by a majority of the votes given on a show of hands except that votes on Extraordinary Resolutions shall be given in the manner hereinafter provided. At any such meeting, unless a poll is duly demanded as herein provided, a declaration by the chairman that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact. The chairman of any meeting shall be entitled, both on a show of hands and on a poll, to vote in respect of the Debentures, if any, held by him.

11.7 Poll

On every Extraordinary Resolution, and on any other question submitted to a meeting when demanded by the chairman or by one or more Debentureholders or proxies for Debentureholders, a poll shall be taken in such manner and either at once or after an adjournment as the chairman shall direct. Questions other than Extraordinary Resolutions shall, if a poll be taken, be decided by the votes of the holders of a majority in principal amount of the Debentures and of each especially affected series, if applicable, represented at the meeting and voted on the poll.

11.8 Voting

On a show of hands every person who is present and entitled to vote, whether as a Debentureholder or as proxy for one or more Debentureholders or both, shall have one vote. On a poll each Debentureholder present in person or represented by a proxy duly appointed by an instrument in writing shall be entitled to one vote in respect of each $10 principal amount of Debentures of which he or she shall then be the holder.

In the case of any Debenture denominated in a currency or currency unit other than Canadian dollars, the principal amount thereof for these purposes shall be computed in Canadian dollars on the basis of the conversion of the principal amount thereof at the applicable spot buying rate of exchange for such other currency or currency unit as reported by the Bank of Canada at the close of business on the Business Day next preceding the meeting. Any fractional amounts resulting from such conversion shall be rounded to the nearest $10. A proxy need not be a Debentureholder. In the case of joint holders of a Debenture, any one of them present in person or by proxy at the meeting may vote in the absence of the other or others but in case more than one of them be present in person or by proxy, they shall vote together in respect of the Debentures of which they are joint holders.

In the case of a Global Debenture, the Depository may appoint or cause to be appointed a Person or Persons as proxies and shall designate the number of votes entitled to each such Person, and each such Person shall be entitled to be present at any meeting of Debentureholders and shall be the Persons entitled to vote at such meeting in accordance with the number of votes set out in the Depository's designation.

11.9 Proxies

A Debentureholder may be present and vote at any meeting of Debentureholders by an authorized representative. LSL Pharma (in case it convenes the meeting) or the Trustee (in any other case) for the purpose of enabling the Debentureholders to be present and vote at any meeting without producing their Debentures, and of enabling them to be present and vote at any such meeting by proxy and of lodging instruments appointing such proxies at some place other than the place where the meeting is to be held, may from time to time make and vary such regulations as it shall think fit providing for and governing any or all of the following matters:

(a) the form of the instrument appointing a proxy, which shall be in writing, and the manner in which the same shall be executed and the production of the authority of any person signing on behalf of a Debentureholder;

(b) the deposit of instruments appointing proxies at such place as the Trustee, LSL Pharma or the Debentureholder convening the meeting, as the case may be, may, in the notice convening the meeting, direct and the time, if any, before the holding of the meeting or any adjournment thereof by which the same must be deposited; and

(c) the deposit of instruments appointing proxies at some approved place or places other than the place at which the meeting is to be held and enabling particulars of such instruments appointing proxies to be mailed, faxed, or sent by other electronic means before the meeting to LSL Pharma or to the Trustee at the place where the same is to be held and for the voting of proxies so deposited as though the instruments themselves were produced at the meeting.

Any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Save as such regulations may provide, the only Persons who shall be recognized at any meeting as the holders of any Debentures, or as entitled to vote or be present at the meeting in respect thereof, shall be Debentureholders and Persons whom Debentureholders have by instrument in writing duly appointed as their proxies.

11.10 Persons Entitled to Attend Meetings

LSL Pharma and the Trustee, by their respective employees, officers and directors, the Auditors of LSL Pharma and the legal advisers of LSL Pharma, the Trustee or any Debentureholder may attend any meeting of the Debentureholders, but shall have no vote as such.

11.11 Powers Exercisable by Extraordinary Resolution

In addition to the powers conferred upon them by any other provisions of this Indenture or by law, a meeting of the Debentureholders shall have the following powers exercisable from time to time by Extraordinary Resolution:

(a) power to authorize the Trustee to grant extensions of time for payment of any principal, premium or interest on the Debentures, whether or not the principal, premium, or interest, the payment of which is extended, is at the time due or overdue;

(b) power to sanction any modification, abrogation, alteration, compromise or arrangement of the rights of the Debentureholders or the Trustee (in the case of the Trustee, subject to the Trustee's prior consent) against LSL Pharma, or against its property, whether such rights arise under this Indenture or the Debentures or otherwise;

(c) power to assent to any modification of or change in or addition to or omission from the provisions contained in this Indenture or any Debenture which shall be agreed to by LSL Pharma and to authorize the Trustee to concur in and execute any supplemental indenture hereto embodying any modification, change, addition or omission;

(d) power to sanction any scheme for the reconstruction, reorganization or recapitalization of LSL Pharma or for the consolidation, amalgamation or merger of LSL Pharma with any other Person or for the sale, leasing, transfer or other disposition of all or substantially all of the undertaking, property and assets of LSL Pharma or any part thereof, provided that no such sanction shall be necessary in respect of any such transaction if the provisions of Section 9.1 shall have been complied with;

(e) power to direct or authorize the Trustee to exercise any power, right, remedy or authority given to it by this Indenture in any manner specified in any such Extraordinary Resolution or to refrain from exercising any such power, right, remedy or authority;

(f) power to waive, and direct the Trustee to waive, any default hereunder and/or cancel any declaration made by the Trustee pursuant to Section 7.1 either unconditionally or upon any condition specified in such Extraordinary Resolution;

(g) power to restrain any Debentureholder from taking or instituting any suit, action or proceeding for the purpose of enforcing payment of the principal, premium or interest on the Debentures, or for the execution of any trust or power hereunder;

(h) power to direct any Debentureholder who, as such, has brought any action, suit or proceeding to stay or discontinue or otherwise deal with the same upon payment, if the taking of such suit, action or proceeding shall have been permitted by Section 7.5, of the costs, charges and expenses reasonably and properly incurred by such Debentureholder in connection therewith;

(i) power to assent to any compromise or arrangement with any creditor or creditors or any class or classes of creditors, whether secured or otherwise, and with holders of any shares or other securities of LSL Pharma;

(j) power to appoint a committee with power and authority (subject to such limitations, if any, as may be prescribed in the resolution) to exercise, and to direct the Trustee to exercise, on behalf of the Debentureholders, such of the powers of the Debentureholders as are exercisable by Extraordinary Resolution or other resolution as shall be included in the resolution appointing the committee. The resolution making such appointment may provide for payment of the expenses and disbursements of and compensation to such committee. Such committee shall consist of such number of Persons as shall be prescribed in the resolution appointing it and the members need not be themselves Debentureholders. Every such committee may elect its chairman and may make regulations respecting its quorum, the calling of its meetings, the filling of vacancies occurring in its number and its procedure generally. Such regulations may provide that the committee may act at a meeting at which a quorum is present or may act by minutes signed by the number of members thereof necessary to constitute a quorum. All acts of any such committee within the authority delegated to it shall be binding upon all Debentureholders. Neither the committee nor any member thereof shall be liable for any loss arising from or in connection with any action taken or omitted to be taken by them in good faith;

(k) power to remove the Trustee from office and to appoint a new Trustee or Trustees provided that no such removal shall be effective unless and until a new Trustee or Trustees shall have become bound by this Indenture;

(l) power to sanction the exchange of the Debentures for or the conversion thereof into shares, bonds, Debentures or other securities or obligations of LSL Pharma or of any other Person formed or to be formed;

(m) power to authorize the distribution in specie of any shares or securities received pursuant to a transaction authorized under the provisions of Section 11.11(l); and

(n) power to amend, alter or repeal any Extraordinary Resolution previously passed or sanctioned by the Debentureholders or by any committee appointed pursuant to Section 11.11(j).

11.12 Meaning of "Extraordinary Resolution"

(a) The expression "**Extraordinary Resolution**" when used in this Indenture means, subject as hereinafter in this Article provided, a resolution proposed to be passed as an Extraordinary Resolution at a meeting of Debentureholders (including an adjourned meeting) duly convened for the purpose and held in accordance with the provisions of this Article at which the holders of not less than 25% of the principal amount of the Debentures then outstanding, and if the meeting is a Serial Meeting, at which holders of not less than 25% of the principal amount of the Debentures then outstanding of each especially affected series, are present in person or by proxy and passed by the favourable votes of the holders of not less than 66 2/3% of the principal amount of the Debentures, and if the meeting is a Serial Meeting by the affirmative vote of the holders of not less than 66 2/3% of each especially affected series, in each case present or represented by proxy at the meeting and voted upon on a poll on such resolution.

(b) If, at any such meeting, the holders of not less than 25% of the principal amount of the Debentures then outstanding and, if the meeting is a Serial Meeting, 25% of the principal amount of the Debentures then outstanding of each especially affected series, in each case are not present in person or by proxy within 30 minutes after the time appointed for the meeting, then the meeting, if convened by or on the requisition of Debentureholders, shall be dissolved but in any other case it shall stand adjourned to such date, being not less than 14 nor more than 60 days later, and to such place and time as may be appointed by the chairman. Not less than 10 days' notice shall be given of the time and place of such adjourned meeting in the manner provided in Section 12.2. Such notice shall state that at the adjourned meeting the Debentureholders present in person or by proxy shall form a quorum. At the adjourned meeting the Debentureholders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened and a resolution proposed at such adjourned meeting and passed thereat by the affirmative vote of holders of not less than 66 2/3% of the principal amount of the Debentures and, if the meeting is a Serial Meeting, by the affirmative vote of the holders of not less than 66 2/3% of the principal amount of the Debentures of each especially affected series, in each case present or represented by proxy at the meeting and voted upon on a poll shall be an Extraordinary Resolution within the meaning of this Indenture, notwithstanding that the holders of not less than 25% in principal amount of the Debentures then outstanding, and if the meeting is a Serial Meeting, holders of not less than 25% of the principal amount of the Debentures then outstanding of each especially affected series, are not present in person or by proxy at such adjourned meeting.

(c) Votes on an Extraordinary Resolution shall always be given on a poll and no demand for a poll on an Extraordinary Resolution shall be necessary.

11.13 Powers Cumulative

Any one or more of the powers in this Indenture stated to be exercisable by the Debentureholders by Extraordinary Resolution or otherwise may be exercised from time to time and the exercise of any one or more of such powers from time to time shall not be deemed to exhaust the rights of the Debentureholders to exercise the same or any other such power or powers thereafter from time to time.

11.14 Minutes

Minutes of all resolutions and proceedings at every meeting as aforesaid shall be made and duly entered in books to be from time to time provided for that purpose by the Trustee at the expense of LSL Pharma, and any such minutes as aforesaid, if signed by the chairman of the meeting at which such resolutions were passed or proceedings had, or by the chairman of the next succeeding meeting of the Debentureholders, shall be *prima facie* evidence of the matters therein stated and, until the contrary is proved, every such meeting, in respect of the proceedings of which minutes shall have been made, shall be deemed to have been duly held and convened, and all resolutions passed thereat or proceedings taken thereat to have been duly passed and taken.

11.15 Instruments in Writing

All actions which may be taken and all powers that may be exercised by the Debentureholders at a meeting held as hereinbefore in this Article provided may also be taken and exercised by the holders of 66 2/3% of the principal amount of all the outstanding Debentures and, if the meeting at which such actions might be taken would be a Serial Meeting, by the holders of 66 2/3% of the principal amount of the Debentures then

outstanding of each especially affected series, by an instrument in writing signed in one or more counterparts and the expression "**Extraordinary Resolution**" when used in this Indenture shall include an instrument so signed.

11.16 Binding Effect of Resolutions

Every resolution and every Extraordinary Resolution passed in accordance with the provisions of this Article at a meeting of Debentureholders shall be binding upon all the Debentureholders, whether present at or absent from such meeting, and every instrument in writing signed by Debentureholders in accordance with Section 11.15 shall be binding upon all the Debentureholders, whether signatories thereto or not, and each and every Debentureholder and the Trustee (subject to the provisions for its indemnity herein contained) shall be bound to give effect accordingly to every such resolution, Extraordinary Resolution and instrument in writing.

11.17 Evidence of Rights Of Debentureholders

(a) Any request, direction, notice, consent or other instrument which this Indenture may require or permit to be signed or executed by the Debentureholders may be in any number of concurrent instruments of similar tenor signed or executed by such Debentureholders.

(b) The Trustee may, in its discretion, require proof of execution in cases where it deems proof desirable and may accept such proof as it shall consider proper.

11.18 Concerning Serial Meetings

If in the opinion of Counsel any business to be transacted at any meeting, or any action to be taken or power to be exercised by instrument in writing under Section 11.15, does not adversely affect the rights of the holders of Debentures of one or more series, the provisions of this Article 11 shall apply as if the Debentures of such series were not outstanding and no notice of any such meeting need be given to the holders of Debentures of such series. Without limiting the generality of the foregoing, a proposal to modify or terminate any covenant or agreement which is effective only so long as Debentures of a particular series are outstanding shall be deemed not to adversely affect the rights of the holders of Debentures of any other series.

ARTICLE 12
NOTICES

12.1 Notice to LSL Pharma

Any notice to LSL Pharma under the provisions of this Indenture shall be valid and effective if delivered, receipt confirmed, to the Corporation at its principal office at 540 rue d'Avaugour, Suite 1800 Boucherville, QC J4B 0G6, Attention: François Roberge, President and Chief Executive Officer or by Email to: froberge@laboratoirelsl.com and shall be deemed to have been effectively given as of the date of such receipt confirmation or if given by registered letter, postage prepaid, to such office and so addressed and, if mailed, shall be deemed to have been effectively given three days following the mailing thereof or if given by email, shall be deemed to have been effectively given following the date transmission is confirmed.

LSL Pharma may from time to time notify the Trustee in writing of a change of address which thereafter, until changed by like notice, shall be the address of LSL Pharma for all purposes of this Indenture.

If by reason of any interruption of mail service, actual or threatened, any notice to be given to LSL Pharma would reasonably be unlikely to reach its destination by the time notice by mail is deemed to have been given pursuant to this Section 12.1, such notice shall be valid and effective only if delivered at the appropriate address in accordance with this Section 12.1.

12.2 Notice to Debentureholders

(a) Subject to the notice requirements provided in Section 2.3(g), Section 2.3(h) and Section 4.3, all notices to be given hereunder with respect to the Debentures shall be deemed to be validly given to the holders thereof if sent by: (i) first class mail, postage prepaid, by letter or circular addressed to such holders at their post office addresses appearing in any of the registers hereinbefore mentioned and shall be deemed to have been effectively given three days following the day of mailing; or (ii) electronic communication to such holder at its electronic address appearing on the registers; *provided that* any for any Debentures held through a Depository, if any notice or other communication is required to be given to Debentureholders, the Trustee or the Corporation may give such notices and communications to such Depository by e-mail or facsimile (at such e-mail or facsimile number as is given by the Depository for such purpose from time to time) or in such other manner as is acceptable to the Depository, as applicable, and notice will deemed to have been effective/given on the date of delivery. Accidental error or omission in giving notice or accidental failure to mail notice to any Debentureholder or the inability of the Corporation to give or mail any notice due to anything beyond the reasonable control of the Corporation shall not invalidate any action or proceeding founded thereon.

(b) If any notice given in accordance with the foregoing paragraph would be unlikely to reach the Debentureholders to whom it is addressed in the ordinary course of post by reason of an interruption in mail service, whether at the place of dispatch or receipt or both, the Corporation shall give such notice by publication at least once in the city of Montréal (or in such of those cities as, in the opinion of the Corporation, is sufficient in the particular circumstances), each such publication to be made in a daily newspaper of general circulation in the designated city.

(c) Any notice given to Debentureholders by publication shall be deemed to have been given on the day on which publication shall have been effected at least once in each of the newspapers in which publication was required.

(d) All notices with respect to any Debenture may be given to whichever one of the holders thereof (if more than one) is named first in the registers hereinbefore mentioned, and any notice so given shall be sufficient notice to all holders of any persons interested in such Debenture.

12.3 Notice to Trustee

Any notice to the Trustee under the provisions of this Indenture shall be valid and effective if delivered, receipt confirmed, to the Trustee at its principal office, 1701 – 1190 Avenue des Canadiens-de-Montréal, Montréal, QC H3B 0G7, Attention: Regional Director, Corporate Trust, or by Email to: tsxtcorporatetrust@tmx.com and shall be deemed to have been effectively given as of the date of such receipt confirmation or if given by registered letter, postage prepaid, to such office and so addressed and, if mailed, shall be deemed to have been effectively given three days following the mailing thereof or if given by email, shall be deemed to have been effectively given following the date transmission is confirmed.

12.4 Mail Service Interruption

If by reason of any interruption of mail service, actual or threatened, any notice to be given to the Trustee would reasonably be unlikely to reach its destination by the time notice by mail is deemed to have been given pursuant to Section 12.3 such notice shall be valid and effective only if delivered at the appropriate address in accordance with Section 12.3.

ARTICLE 13
CONCERNING THE TRUSTEE

13.1 Replacement of Trustee

The Trustee may resign its trust and be discharged from all further duties and liabilities hereunder by giving to LSL Pharma 90 days' notice in writing or such shorter notice as LSL Pharma may accept as sufficient. The Debentureholders by Extraordinary Resolution shall have the power at any time to remove the existing Trustee and to appoint a new Trustee. In the event of the Trustee resigning or being removed or being dissolved, becoming bankrupt, going into liquidation or otherwise becoming incapable of acting hereunder, LSL Pharma shall forthwith appoint a new Trustee unless a new Trustee has already been appointed by the Debentureholders. Failing such appointment by LSL Pharma, the retiring Trustee or any Debentureholder may apply, at LSL Pharma's expense, to a Judge of the Superior Court of Québec, on such notice as such Judge may direct at LSL Pharma's expense, for the appointment of a new Trustee but any new Trustee so appointed by LSL Pharma or by the Court shall be subject to removal as aforesaid by the Debentureholders and the appointment of such new Trustee shall be effective only upon such new Trustee agreeing in writing to be bound by this Indenture. Any new Trustee appointed under any provision of this Section 13.1 shall be a corporation authorized to carry on the business of a trust company in all the Provinces of Canada. On any new appointment the new Trustee shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as Trustee.

Any company into which the Trustee may be merged or, with or to which it may be consolidated, amalgamated or sold, or any company resulting from any merger, consolidation, sale or amalgamation to which the Trustee shall be a party, or any company succeeding to all or substantially all of the corporate trust business of the Trustee shall be the successor Trustee under this Indenture without the execution of any instrument or any further act. Nevertheless, upon the written request of the successor Trustee or of LSL Pharma, the Trustee ceasing to act shall execute and deliver an instrument assigning and transferring to such successor Trustee, upon trusts herein expressed, all the rights, powers and trusts of the Trustee so ceasing to act, and, upon receipt by the Trustee of payment in full for any outstanding charges due to it, shall duly assign, transfer and deliver all property and money held by such Trustee to the successor Trustee so appointed in its place. Should any deed, conveyance or instrument in writing from LSL Pharma be required by any new Trustee for more fully and certainly vesting in and confirming to it such estates, properties, rights, powers and trusts, then any and all such deeds, conveyances and instruments in writing shall on request of said new Trustee, be made, executed, acknowledged and delivered by LSL Pharma.

In case at any time the name of the Trustee is changed and at such time any of the Debenture Certificates have been Authenticated but not delivered, the Trustee may adopt the Authentication under its prior name and deliver Debenture Certificates so Authenticated; and in case at that time any of the Debenture Certificates have not been Authenticated, the Trustee may Authenticate such Debenture Certificates either in its prior name or in its changed name; and in all such cases such Debenture Certificates will have the full force provided in the Debenture Certificates and in this Indenture.

13.2 Duties of Trustee

In the exercise of the rights, duties and obligations prescribed or conferred by the terms of this Indenture, the Trustee shall act honestly and in good faith and exercise that degree of care, diligence and skill that a reasonably prudent trustee would exercise in comparable circumstances.

13.3 Reliance Upon Declarations, Opinions, etc.

In the exercise of its rights, duties and obligations hereunder the Trustee may, if acting in good faith, act and rely, and shall be protected in acting and relying, as to the truth of the statements and accuracy of the opinions expressed therein, upon statutory declarations, opinions, reports or certificates or other evidence furnished to the Trustee pursuant to any covenant, condition or requirement of this Indenture or applicable law or required by the Trustee to be furnished to it in the exercise of its rights and duties hereunder, if the Trustee examines such statutory declarations, opinions, reports or certificates and determines that they comply with Section 13.4, if applicable, and with any other applicable requirements of this Indenture. In connection with the foregoing, the Trustee shall be protected in acting and relying upon any statutory declarations, opinions, reports or certificates received either in facsimile or by e- mail of a pdf form. The Trustee may nevertheless, in its discretion, require further proof in cases where it deems further proof desirable. Without restricting the foregoing, the Trustee may act and rely, and shall be protected in acting and relying, on an opinion of Counsel satisfactory to the Trustee notwithstanding that it is delivered by a solicitor or firm which acts as solicitors for LSL Pharma.

The Trustee shall have no obligation to ensure or verify compliance with any applicable laws or regulatory requirements on the issue or transfer of any Debentures provided such issue or transfer is effected in accordance with the terms of this Indenture. The Trustee shall be entitled to process all transfers, conversions and redemptions upon the presumption that such transfer, conversion and redemption is permissible pursuant to all applicable laws and regulatory requirements if such transfer, conversion and redemption is effected in accordance with the terms of this Indenture. The Trustee shall have no obligation, other than to confer with LSL Pharma and its Counsel, to ensure that legends appearing on the Debentures comply with regulatory requirements or securities laws of any applicable jurisdiction.

13.4 Evidence and Authority to Trustee, Opinions, etc.

LSL Pharma shall furnish to the Trustee evidence of compliance with the conditions precedent provided for in this Indenture relating to any action or step required or permitted to be taken by LSL Pharma or the Trustee under this Indenture or as a result of any obligation imposed under this Indenture, including without limitation, the Authentication and delivery of Debentures hereunder, the satisfaction and discharge of this Indenture and the taking of any other action to be taken by the Trustee at the request of or on the application of LSL Pharma, forthwith if and when (a) such evidence is required by any other Section of this Indenture to be furnished to the Trustee in accordance with the terms of this Section 13.4, or (b) the Trustee, in the exercise of its rights and duties under this Indenture, gives LSL Pharma written notice requiring it to furnish such evidence in relation to any particular action or obligation specified in such notice.

Such evidence shall consist of:

(a) a certificate made by any one officer or director of LSL Pharma stating that any such condition precedent has been complied with in accordance with the terms of this Indenture;

(b) in the case of a condition precedent compliance with which is, by the terms of this Indenture, made subject to review or examination by a solicitor, an opinion of Counsel

that such condition precedent has been complied with in accordance with the terms of this Indenture; and

(c) in the case of any such condition precedent compliance with which is subject to review or examination by auditors or accountants, an opinion or report of the Auditors of LSL Pharma whom the Trustee for such purposes hereby approves, that such condition precedent has been complied with in accordance with the terms of this Indenture.

Whenever such evidence relates to a matter other than the Authentication and delivery of Debentures and the satisfaction and discharge of this Indenture, and except as otherwise specifically provided herein, such evidence may consist of a report or opinion of any solicitor, auditor, accountant, engineer or appraiser or any other Person whose qualifications give authority to a statement made by him, provided that if such report or opinion is furnished by a director, officer or employee of LSL Pharma it shall be in the form of a statutory declaration. Such evidence shall be, so far as appropriate, in accordance with the immediately preceding paragraph of this Section.

Each statutory declaration, certificate, opinion or report with respect to compliance with a condition precedent provided for in the Indenture shall include (a) a statement by the Person giving the evidence that he has read and is familiar with those provisions of this Indenture relating to the condition precedent in question, (b) a brief statement of the nature and scope of the examination or investigation upon which the statements or opinions contained in such evidence are based, (c) a statement that, in the belief of the Person giving such evidence, he has made such examination or investigation as is necessary to enable him to make the statements or give the opinions contained or expressed therein, and (d) a statement whether in the opinion of such Person the conditions precedent in question have been complied with or satisfied.

LSL Pharma shall furnish or cause to be furnished to the Trustee at any time if the Trustee reasonably so requires, its certificate that LSL Pharma has complied with all covenants, conditions or other requirements contained in this Indenture, the non-compliance with which would, with the giving of notice or the lapse of time, or both, or otherwise, constitute an Event of Default, or if such is not the case, specifying the covenant, condition or other requirement which has not been complied with and giving particulars of such non-compliance. LSL Pharma shall, whenever the Trustee so requires, furnish the Trustee with evidence by way of statutory declaration, opinion, report or certificate as specified by the Trustee as to any action or step required or permitted to be taken by LSL Pharma or as a result of any obligation imposed by this Indenture.

Proof of the execution of an instrument in writing by any Debentureholder may be made by the certificate of a notary, solicitor or commissioner for oaths, or other officer with similar powers, that the person signing such instrument acknowledged to them the execution thereof, or by an affidavit of a witness to such execution or in any other manner which the Trustee may consider adequate and in respect of a corporate Debentureholder, shall include a certificate of incumbency of such Debentureholder together with a certified resolution authorizing the person who signs such instrument to sign such instrument.

13.5 Officer's Certificates Evidence

Except as otherwise specifically provided or prescribed by this Indenture, whenever in the administration of the provisions of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or omitting any action hereunder, the Trustee, if acting in good faith, may act and rely, and shall be protected in accepting, acting and relying upon, an Officer's Certificate as conclusive evidence of the truth of any fact relating to the Corporation or its assets therein stated and proof of the regularity of any proceedings or actions associated therewith, but the Trustee may in its discretion, acting reasonably, require further evidence or information before acting or relying on any such certificate.

13.6 Experts, Advisers and Agents

The Trustee may:

(a) consult, employ or retain legal counsel and advisors as may reasonably be required for the purpose of determining and discharging its duties and determining its rights under this Indenture, and act and rely on the opinion or advice of or information obtained from any legal counsel, advisor, auditor, valuer, engineer, surveyor, appraiser or other expert, whether obtained by the Trustee or by LSL Pharma, or otherwise, and shall not be liable for acting, or refusing to act, in good faith on any such opinion or advice and shall not be responsible for any misconduct or negligence on the part of any of them and may pay proper and reasonable compensation for all such legal and other advice or assistance as aforesaid. The reasonable costs of such services shall be added to and become part of the Trustee's remuneration hereunder; and

(b) employ such agents and other assistants as it may reasonably require for the proper discharge of its duties hereunder, and may pay reasonable remuneration for all services performed for it, but it is not responsible for any misconduct or negligence on the part of any of them (and shall be entitled to receive reasonable remuneration for all services performed by it) in the discharge of the trusts hereof and compensation for all disbursements, costs and expenses made or incurred by it or such agents and other assistants in the discharge of its duties hereunder and in the management of the trusts hereof and any solicitors employed or consulted by the Trustee may, but need not be, solicitors for LSL Pharma. The reasonable costs of such services shall be added to and become part of the Trustee's remuneration hereunder.

13.7 Trustee May Deal in Debentures

Subject to Section 13.2, the Trustee may, in its personal or other capacity, buy, sell, lend upon and deal in the Debentures and generally contract and enter into financial transactions with LSL Pharma or otherwise, without being liable to account for any profits made thereby.

13.8 Investment of Monies Held by Trustee

Until released in accordance with this Indenture, monies held by the Trustee shall be kept segregated in the records of the Trustee and shall be deposited in one or more bank accounts to be maintained by the Trustee in the name of the Trustee at any Canadian chartered bank listed in Schedule I of the Bank Act (Canada) (an "**Approved Bank**") or in the deposit department of the Trustee or one of its Affiliates at the rate of interest, if any, then current on similar deposits. All amounts held by the Trustee pursuant to this Indenture shall be held by the Trustee pursuant to the term of this Indenture and shall not give rise to a debtor-creditor or other similar relationship, and the Trustee and its Affiliates shall not be liable to account for any profit to any parties to this Indenture or to any other person or entity other than at a rate, if any, established from time to time by the Trustee or one of its Affiliates. The amounts held by the Trustee pursuant to this Indenture are at the sole risk of Corporation and, without limiting the generality of the foregoing, the Trustee shall have no responsibility or liability for any diminution of the monies which may result from any deposit made pursuant to this Section 13.8, including any losses resulting from a default by the Approved Bank or other credit losses (whether or not resulting from such a default) and any credit or other losses on any deposit liquidated or sold prior to maturity in order to make a payment required hereunder. Any written direction for release of funds received shall be received by the Trustee by 11:00 a.m. (Eastern time) on the Business Day prior to the Business Day on which such release is to be made, failing which such direction will be handled on a commercially reasonable efforts basis and may result in funds being released on the

next Business Day. The parties hereto acknowledge and agree that the Trustee will have acted prudently in depositing the monies at any Approved Bank and that the Trustee is not required to make any further inquiries in respect of any such bank.

13.9 Trustee Not Ordinarily Bound

Except as provided in Section 7.2 and as otherwise specifically provided herein, the Trustee shall not, subject to Section 13.2, be bound to give notice to any Person of the execution hereof, nor to do or take any act, action or proceeding by virtue of the powers conferred on it hereby, nor to observe or perform or see to the observance or performance by LSL Pharma of any of the obligations herein imposed upon LSL Pharma or of the covenants on the part of LSL Pharma herein contained, nor in any way to supervise or interfere with the conduct of LSL Pharma's business, unless the Trustee shall have been required to do so under the terms hereof or in writing by the holders of not less than 50% of the aggregate principal amount of the Debentures then outstanding or by any Extraordinary Resolution of the Debentureholders passed in accordance with the provisions contained in Article 11, and then only after it shall have been funded and indemnified to its satisfaction against all actions, proceedings, claims and demands to which it may render itself liable and all costs, charges, damages and expenses which it may incur by so doing.

13.10 Trustee Not Required to Give Security

The Trustee shall not be required to give any bond or security in respect of the execution or administration of the trusts and powers of this Indenture or otherwise in respect of the premises. Nothing herein contained shall impose any obligation on the Trustee to see to or to require evidence of the registration or filing (or renewal thereof) of this Indenture or any instrument ancillary or supplemental hereto.

13.11 Trustee Not Bound to Act on LSL Pharma's Request

Except as in this Indenture otherwise specifically provided, the Trustee shall not be bound to act in accordance with any direction or request of LSL Pharma until a duly authenticated copy of the instrument or resolution containing such direction or request shall have been delivered to the Trustee, and the Trustee shall be empowered to act upon any such copy purporting to be authenticated and believed by the Trustee to be genuine. The Trustee shall not to be appointed receiver or receiver manager of the assets of the Corporation.

13.12 Trustee Protected in Acting

The Trustee may act and rely, and shall be protected in acting and relying absolutely, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, letter, facsimile transmission, directions or other paper document believed in good faith by it to be genuine and to have been signed, sent or presented by or on behalf of the proper party or parties. The Trustee shall be protected in acting and relying upon any written notice, request, waiver, consent, certificate, receipt, statutory declaration, affidavit or other paper or document furnished to it, not only as to its due execution and the validity and the effectiveness of its provisions but also as to the truth and acceptability of any information therein contained which it in good faith believes to be genuine and what it purports to be.

13.13 Conditions Precedent to Trustee's Obligations to Act Hereunder

The Corporation shall promptly, upon receipt of an invoice from the Trustee, reimburse the Trustee for any reasonable costs, charges and expenses and liabilities of the Trustee incurred in connection with the Trustee's performance under the Indenture or upon the request of the Trustee, advance funds to the Trustee to cover any of the foregoing, provided that the Trustee shall notify the Corporation for any costs over and

above any of the fees set forth in the fee schedule agreed to by the Corporation and the Trustee as of the date of this Indenture.

The obligation of the Trustee to commence or continue any act, action or proceeding for the purpose of enforcing the rights of the Trustee and of the Debentureholders hereunder shall be conditional upon the Debentureholders furnishing when required by notice in writing by the Trustee, notice specifying the act, action or proceeding which the Trustee is required to take, sufficient funds to commence or continue such act, action or proceeding and indemnity reasonably satisfactory to the Trustee to protect and hold harmless the Trustee and its officers, directors, employees, Affiliates and agents against the costs, charges and expenses and liabilities to be incurred thereby and any loss and damage it may suffer by reason thereof.

None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

The Trustee may, before commencing or at any time during the continuance of any such act, action or proceeding require the Debentureholders at whose instance it is acting to deposit with the Trustee the Debentures held by them for which Debentures the Trustee shall issue receipts.

13.14 Authority to Carry on Business

The Trustee represents to LSL Pharma that at the date of execution and delivery by it of this Indenture it is authorized to carry on the business of a trust company in all of the Provinces of Canada but if, notwithstanding the provisions of this Section 13.14, it ceases to be so authorized to carry on business, the validity and enforceability of this Indenture and the securities issued hereunder shall not be affected in any manner whatsoever by reason only of such event but the Trustee shall, within 90 days after ceasing to be authorized to carry on the business of trust company in any Province of Canada, either become so authorized or resign in the manner and with the effect specified in Section 13.1.

13.15 Compensation and Indemnity

(a) LSL Pharma shall pay to the Trustee from time to time compensation for its services hereunder as agreed separately by LSL Pharma and the Trustee, and shall pay or reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in the administration or execution of its duties under this Indenture (including the reasonable and documented compensation and disbursements of its Counsel and all other advisers and assistants not regularly in its employ), both before any default hereunder and thereafter until all duties of the Trustee under this Indenture shall be finally and fully performed. Any fees and expenses of the Trustee in connection herewith shall be paid by LSL Pharma within 30 days of issuance of an invoice therefor and, if not so paid, shall bear interest at a rate per annum to the then-current rate of interest charged by the Trustee to its corporate clients. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust.

(b) LSL Pharma hereby indemnifies and saves harmless the Trustee and its Affiliates, directors, officers, shareholders, agents, successors and employees (collectively, the "**Indemnified Parties**") from and against any and all loss, damages, charges, expenses, claims, demands, actions, suits, proceedings, costs, charges, assessments, judgments, expenses and disbursements, including reasonable legal fees and disbursements of whatever kind and nature or liability whatsoever which may be brought or incurred by

or asserted against the Indemnified Parties or any of them, whether at law or in equity, in any way caused by or incur as a result of or arising out of directly or indirectly, in respect of any act, deed, matter or thing whatsoever made, done, acquiesced in or omitted in or about or in relation to the execution of the Indemnified Parties' duties, or any other services that the Trustee may provide in connection with or in any way relating to this Indenture. The Corporation agrees that its liability shall be absolute and unconditional regardless of the correctness of any representations of any third parties and regardless of any liability of third parties to the Indemnified Parties, and shall accrue and become enforceable without prior demand or any other precedent action or proceeding; provided that the Corporation shall not be required to indemnify nor required to reimburse any expense to the Indemnified Parties in the event that such liability arises from the gross negligence or the willful misconduct or bad faith of the Trustee. This indemnity will survive the termination or discharge of this Indenture and the resignation or removal of the Trustee.

(c) Notwithstanding any other provision of this Indenture, and whether such losses or damages are foreseeable or unforeseeable, the Trustee shall not be liable under any circumstances whatsoever for any (a) breach by any other party of securities law or other rule of any securities regulatory authority, (b) lost profits or (c) special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages. Except in cases of gross negligence or willful misconduct or bad faith of the Trustee, any liability of the Trustee shall be limited, in the aggregate, to the amount of annual retainer fees paid by the Corporation to the Trustee under this Indenture in the twelve (12) months immediately prior to the Trustee receiving the first notice of the claim. This provision will survive the termination or discharge of this Indenture and the resignation or removal of the Trustee.

(d) The Trustee shall not be liable for or by reason of any statements of fact or recitals in this Indenture or the Debenture Certificates (except in the certificate of the Trustee on the Debenture Certificates) or be required to verify the same, but all such statements or recitals are and shall be deemed to be made by LSL Pharma.

(e) The Trustee shall not incur any liability or responsibility whatever or be in any way responsible for the consequence of any breach on the part of LSL Pharma of any of the covenants herein contained or of any acts of any directors, officers, employees, trustees or servants of LSL Pharma.

13.16 Anti-Money Laundering

The Trustee shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Trustee, in its sole judgment and acting reasonably, determines that such act might cause it to be in non-compliance with any applicable anti-money laundering or anti-terrorist or sanction legislation, regulation or guideline. Further, should the Trustee, in its sole judgment and acting reasonably, determine at any time that its acting under this Indenture has resulted in its being in non-compliance with any applicable anti-money laundering or anti-terrorist or sanction legislation, regulation or guideline, then it shall have the right to resign on 10 days' written notice to LSL Pharma or any shorter period of time as agreed to by LSL Pharma, *provided that*:

(a) the Trustee's written notice shall describe the circumstances of such non-compliance to the extent permitted by such applicable anti-money laundering or anti-terrorist or sanction legislation, regulation or guideline; and

(b) if such circumstances are rectified to the Trustee's satisfaction within such 10 day period, then such resignation shall not be effective.

13.17 Acceptance of Trust

The Trustee hereby accepts the trusts in this Indenture declared and provided for and agrees to perform the same upon the terms and conditions herein set forth and to hold all rights, privileges and benefits conferred hereby and by law in trust for the various Persons who shall from time to time be Debentureholders, subject to all the terms and conditions herein set forth.

13.18 Privacy Laws

The Corporation acknowledges that the Trustee may, in the course of providing services hereunder, collect or receive financial and other personal information about such parties and/or their representatives, as individuals, or about other individuals related to the subject matter hereof, and use such information for the following purposes:

(a) to provide the services required under this Indenture and other services that may be requested from time to time;

(b) to help the Trustee manage its servicing relationships with such individuals;

(c) to meet the Trustee's legal and regulatory requirements; and

(d) if Social Insurance Numbers are collected by the Trustee, to perform tax reporting and to assist in verification of an individual's identity for security purposes.

Each party acknowledges and agrees that the Trustee may receive, collect, use and disclose personal information provided to it or acquired by it in the course of this Indenture for the purposes described above and, generally, in the manner and on the terms described in its Privacy Code, which the Trustee shall make available on its website, www.tsxtrust.com, or upon request, including revisions thereto. The Trustee may transfer personal information to other companies in or outside of Canada that provide data processing and storage or other support in order to facilitate the services it provides.

Further, each party agrees that it shall not provide or cause to be provided to the Trustee any personal information relating to an individual who is not a party to this Indenture unless that party has assured itself that such individual understands and has consented to the aforementioned uses and disclosures.

13.19 Third Party Interests

LSL Pharma represents to the Trustee that any account to be opened by, or interest to be held by, the Trustee in connection with this Indenture, for or to the credit of LSL Pharma, either (i) is not intended to be used by or on behalf of any third party; or (ii) is intended to be used by or on behalf of a third party, in which case LSL Pharma hereto agrees to complete and execute forthwith a declaration in the Trustee's prescribed form as to the particulars of such third party.

13.20 Force Majeure

Neither party shall be liable to the other, or held in breach of this Indenture, if prevented, hindered, or delayed in the performance or observance of any provision contained herein by reason of act of God, riots, terrorism, acts of war, epidemics, pandemics, governmental action or judicial order, earthquakes, or any

other similar causes (including, but not limited to, general mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this Indenture shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section 13.20.

13.21 Tax Reports

The Trustee shall not be responsible for the preparation or filing of any reports or returns relating to federal, state, provincial or local income taxes with respect to this Indenture, other than in respect of the Trustee's compensation or for reimbursement of expenses.

13.22 Miscellaneous

(a) Notwithstanding any other provisions of this Indenture, in processing and registering transfers of Debentures, and in processing conversions of Debentures, no duty or responsibility whatsoever shall rest with the Trustee to determine compliance by any transferor or transferee or holder converting Debentures with the terms of the legend contained in Sections 2.5(a), 2.8(d), or 2.14, or with the relevant Applicable Securities Legislation. The Trustee shall be entitled to assume that all transfers and conversions of Debentures that are processed in accordance with this Indenture are legal and proper.

(b) By way of supplement to the provisions of any law for the time being relating to the Trustee, it is expressly declared and agreed as follows:

(i) the Trustee shall not be bound to give to any Person notice of the execution of this Indenture unless and until an Event of Default and a declaration of acceleration has occurred, and the Trustee has determined or become obliged to enforce the same;

(ii) the Trustee shall not be responsible for any error made or act done by it resulting from reliance upon the signature of any person on behalf of the Corporation or of any person on whose signature the Trustee may be called upon to act or refrain from acting under this Indenture;

(iii) the Trustee shall not have any duties except those expressly set forth herein;

(iv) the Trustee shall not incur any liability whatsoever with respect to the delivery or non-delivery of any certificates whether delivered by hand, mail or any other means;

(v) the Trustee shall not be responsible or liable in any manner whatsoever for the deficiency, correctness, genuineness or validity of any securities deposited with it;

(vi) the Trustee shall not be obliged to analyze any financial statements or other material, nor to evaluate the performance of the Corporation as indicated therein in any manner whatsoever;

(vii) the Trustee shall not be accountable with respect to the validity or value (or the kind or amount) of any Class A Shares or of any shares or other securities or property that may at any time be issued or delivered upon the exercise of the rights attaching to any Debenture;

(viii) the Trustee shall not be responsible, in its capacity as Trustee hereunder, for any failure of the Corporation to issue, transfer or deliver Class A Shares or certificates representing Class A Shares upon the surrender of any Debentures for the purpose of the exercise of such rights;

(ix) the Trustee shall not be appointed receiver or receiver manager of the assets of the Corporation;

(x) the Trustee shall retain the right not to act and shall not be liable for refusing to act if the Trustee, due to a lack of information or instructions, or otherwise in its sole judgment, acting reasonably, determines that such act is conflicting with or contrary to the terms of this Indenture or the law or regulation of any jurisdiction or any order or directive of any court, governmental agency or other regulatory body;

(xi) in the absence of gross negligence, willful misconduct or bad faith on its part, the Trustee will not be liable for any action taken, suffered, or omitted by it or for any mistake, in fact or law, or error of judgment made by it in performance of its duties under this Indenture;

(xii) the forwarding of a cheque or the sending of funds by wire transfer by the Trustee will satisfy and discharge the liability of any amounts due to the extent of the sum represented thereby unless such cheque is not honoured on presentation, provided that in the event of the non-receipt of such cheque by the payee, or the loss or destruction thereof, the Trustee, upon being furnished with reasonable evidence of such non-receipt, loss or destruction and indemnity reasonably satisfactory to it, will issue to such payee a replacement cheque for the amount of such cheque; and

(xiii) in the event that any of the funds provided to the Trustee hereunder are received by it in the form of an uncertified cheque or bank draft, the Trustee shall be entitled to delay the time for release of such funds until such uncertified cheque has cleared at the financial institution upon which the same is drawn, and the Trustee will disburse monies according to this Indenture only to the extent that monies have been deposited with it.

ARTICLE 14
SUPPLEMENTAL INDENTURES

14.1 Supplemental Indentures

From time to time the Trustee and, when authorized by a resolution of the directors of LSL Pharma, LSL Pharma may, and they shall when required by this Indenture, execute, acknowledge and deliver by their proper officers deeds or indentures supplemental hereto which thereafter shall form part hereof, for any one or more of the following purposes:

(a) providing for the issuance of Additional Debentures under this Indenture;

(b) adding to the covenants of LSL Pharma herein contained for the protection of the Debentureholders, or of the Debentures of any series, or providing for events of default, in addition to those herein specified;

(c) making such provisions not inconsistent with this Indenture as may be necessary or desirable with respect to matters or questions arising hereunder, including the making of any modifications in the form of the Debentures which do not affect the substance thereof and which in the opinion of the Trustee relying on an opinion of Counsel will not be prejudicial to the interests of the Debentureholders;

(d) evidencing the succession, or successive successions, of others to LSL Pharma and the covenants of and obligations assumed by any such successor in accordance with the provisions of this Indenture;

(e) giving effect to any Extraordinary Resolution passed as provided in Article 11; and

(f) for any other purpose not inconsistent with the terms of this Indenture;

Unless the supplemental indenture requires the consent or concurrence of Debentureholders or the holders of a particular series of Debentures, as the case may be, by Extraordinary Resolution, the consent or concurrence of Debentureholders or the holders of a particular series of Debentures, as the case may be, shall not be required in connection with the execution, acknowledgement or delivery of a supplemental indenture. LSL Pharma and the Trustee may amend any of the provisions of this Indenture related to matters of United States law or the issuance of Debentures into the United States in order to ensure that such issuances can be made in accordance with applicable law in the United States without the consent or approval of the Debentureholders. The Trustee will have the right, to request a legal opinion regarding matters of United States law on the issuance of Debentures into the United States prior to or concurrently with making such amendments. Further, LSL Pharma and the Trustee may without the consent or concurrence of the Debentureholders or the holders of a particular series of Debentures, as the case may be, by supplemental indenture or otherwise, make any changes or corrections in this Indenture which it shall have been advised by Counsel are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provisions or clerical omissions or mistakes or manifest errors contained herein or in any supplemental indenture hereto or any Written Direction of LSL Pharma provided for the issue of Debentures, providing that in the opinion of the Trustee (relying upon an opinion of Counsel) the rights of the Debentureholders are in no way prejudiced thereby.

ARTICLE 15
EXECUTION AND FORMAL DATE

15.1 Execution and Counterparts

This Indenture may be simultaneously executed (including by electronic signature) in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. Each of the parties hereto shall be entitled to rely on delivery of a facsimile or PDF copy of this Indenture and acceptance by each such party of any such facsimile or PDF copy shall be legally effective to create a valid and binding agreement between the parties hereto in accordance with the terms hereof.

15.2 Contracts of the Corporation

The directors, in incurring any debts, liabilities or obligations, or in taking or omitting any other actions for or in connection with the affairs of the Corporation are, and will be conclusively deemed to be, acting for and on behalf of the Corporation, and not in their own personal capacities. None of the directors will be subject to any personal liability for any debts, liabilities, obligations, claims, demands, judgments, costs, charges or expenses (including legal expenses) against or with respect to the Corporation or in respect to

the affairs of the Corporation. No property or assets of the directors, owned in their personal capacity or otherwise, will be subject to any levy, execution or other enforcement procedure with regard to any obligations under this Indenture or the Debentures. No recourse may be had or taken, directly or indirectly, against the directors in their personal capacity. The Corporation will be solely liable therefor and resort will be had solely to the property and assets of the Corporation for payment or performance thereof.

No holder of Class A Shares as such will be subject to any personal liability whatsoever, whether extra-contractually, contractually or otherwise, to any party to this Indenture or pursuant to the Debentures in connection with the obligations or the affairs of the Corporation or the acts or omissions of the directors, whether under this Indenture, the Debentures or otherwise, and the other parties to this Indenture and the holders of the Debentures will look solely to the property and assets of the Corporation for satisfaction of claims of any nature arising out of or in connection therewith and the property and assets of the Corporation only will be subject to levy or execution.

15.3 Entire Agreement

This Indenture and all supplemental indentures and Schedules hereto and thereto, and the Debentures issued hereunder and thereunder, together constitute the entire agreement between the parties hereto with respect to the indebtedness created hereunder and thereunder and under the Debentures and supersedes as of the date hereof all prior memoranda, agreements, negotiations, discussions and term sheets, whether oral or written, with respect to the indebtedness created hereunder or thereunder and under the Debentures.

15.4 Severability

In case any provision in this Indenture or in the Debentures shall be invalid, illegal or unenforceable, such provision shall be deemed to be severed herefrom or therefrom and the validity, legality and enforceability of the remaining provisions shall not in any way be affected, prejudiced or impaired thereby.

15.5 Formal Date

For the purpose of convenience this Indenture may be referred to as bearing the formal date of November 1, 2023, irrespective of the actual date of execution hereof.

IN WITNESS whereof the parties hereto have executed these presents under their respective corporate seals and the hands of their proper officers in that behalf.

LSL PHARMA GROUP INC.

Per: ***(Signed) François Roberge***

François Roberge,
President and Chief Executive Officer

TSX TRUST COMPANY

Per: ***(Signed)*** *Haris Plastourgos*

Authorized Signing Officer

Per: ***(Signed)*** *Nelia Andrade*

Authorized Signing Officer

SCHEDULE "A"
FORMS OF INITIAL DEBENTURE

TO THE DEBENTURE INDENTURE BETWEEN
LSL PHARMA GROUP INC. AND
TSX TRUST COMPANY

SCHEDULE "A"
FORM OF INITIAL DEBENTURE (CANADIAN PURCHASERS)

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER NOVEMBER 1, 2023.

No. ■ $■

LSL PHARMA GROUP INC.

(A CORPORATION INCORPORATED UNDER THE LAWS OF CANADA)

11% UNSECURED CONVERTIBLE DEBENTURE DUE OCTOBER 31, 2028

LSL PHARMA GROUP INC. ("**LSL Pharma**") for value received hereby acknowledges itself indebted and, subject to the provisions of the trust indenture (the "**Indenture**") dated as of November 1, 2023 between LSL Pharma and TSX Trust Company (the "**Trustee**"), promises to pay to the registered holder hereof on the maturity date of this Initial Debenture, as hereinafter described, or on such earlier date as the principal amount hereof may become due in accordance with the provisions of the Indenture the principal sum of ■ Dollars ($■) in lawful money of Canada on presentation and surrender of this Initial Debenture at the main branch of the Trustee in in accordance with the terms of the Indenture. This Initial Debenture shall mature on October 31, 2028 (the "**Maturity Date**"). Subject as hereinafter provided, LSL Pharma further promises to pay interest on the outstanding principal amount hereof from the initial closing date of November 1, 2023 (the "**Initial Issue Date**") to the Maturity Date, at the rate of 11% per annum (the "**Base Rate**"), payable in cash semi-annually on the last day of April and October of each year following the Interest Period (less any tax required by law to be deducted), the first such payment to fall due on October 31, 2024 (the "**First Interest Payment Date**") and the last such payment to fall due on the Maturity Date. Interest on the Initial Debentures will accrue from the Initial Issue Date up to the First Interest Payment Date at the Base Rate, compounding semi-annually on the last day of April and October of each year (the "**Interest Period**"). The annual interest rate shall be recalculated twice every year on April 30th and October 31st of each year, starting April 30, 2025 (each an "**Interest Rate Review Date**") until the Maturity Date, and shall be equal to the Base Rate less 100 basis points (1.0%) for each Business Objective achieved (the "**Amended Base Rate**"). Upon achievement of a Business Objective, the Amended Base Rate will be effective as of the following interest payment date of the Initial Debentures (after April 30, 2025) until the next interest payment date thereafter if Business Objective 3 is achieved or until the Maturity Date if a Business Objective 1 or 2 is achieved.

Notwithstanding the foregoing, the first interest payment will include accrued interest from and including the Initial Issue Date of this Initial Debenture but excluding the First Interest Payment Date and the last interest payment will include accrued interest from and including April 30, 2028 to but excluding the Maturity Date. The payment to be made on the First Interest Payment Date shall be $1.13 in respect of each $10 principal amount of Initial Debentures.

Interest hereon shall be payable by cheque mailed by prepaid ordinary mail or by electronic transfer of funds to the registered holder hereof and, subject to the provisions of the Indenture, the mailing of such cheque or electronic transfer of funds, as the case may be, shall, to the extent of the sum represented thereby (plus the amount of any tax withheld), satisfy and discharge all liability for interest on this Initial Debenture.

This Initial Debenture is one of the 11% Unsecured Convertible Debentures (referred to herein as the "**Initial Debentures**") of LSL Pharma issued under the provisions of the Indenture. The Initial Debentures authorized for issue are limited to an aggregate principal amount of up to $4,000,000 ($5,000,000 if the agent for the Offering in connection to which the Initial Debentures are being issued exercises its over-allotment option in full) in lawful money of Canada. Reference is hereby expressly made to the Indenture for a description of the terms and conditions upon which the Initial Debentures are or are to be issued and held and the rights and remedies of the holders of the Initial Debentures and of LSL Pharma and of the Trustee, all to the same effect as if the provisions of the Indenture were herein set forth to all of which provisions the holder of this Initial Debenture by acceptance hereof assents.

The Initial Debentures are issuable in denominations of $10 and integral multiples thereof.

LSL Pharma may redeem the Initial Debentures prior to the Maturity Date in accordance with Article 4 of the Indenture, either in whole at any time or in part from time to time before the Maturity Date by payment of money at a price per Initial Debenture equal to: (i) 110% of the principal amount of the Initial Debentures plus accrued and unpaid interest if redeemed prior to the fourth anniversary of the Initial Issue Date of the Initial Debentures; (ii) 102% of the principal amount of the Initial Debentures plus accrued and unpaid interest if redeemed on or after the fourth anniversary of the Initial Issue Date of the Initial Debentures, but prior to the Maturity Date; or (iii) in the event redemption of the Initial Debentures is required to secure financing for a bona fide acquisition, (A) 105% of the principal amount of the Initial Debentures plus accrued and unpaid interest if redeemed prior to the first anniversary of the Initial Issue Date of the Initial Debentures, (B) 104% of the principal amount of the Initial Debentures plus accrued and unpaid interest if redeemed on or after the first anniversary but prior to the second anniversary of the Initial Issue Date of the Initial Debentures, and (C) 102% of the principal amount of the Initial Debentures plus accrued and unpaid interest if redeemed on or after the second anniversary but prior to the to the fifth anniversary of the Initial Issue Date of the Initial Debentures (the "**Redemption Price**"). If partial redemption is carried out prior to the Maturity Date, the Redemption Price shall only apply to that portion of the principal amount of the Initial Debentures that is being redeemed.

The indebtedness evidenced by this Initial Debenture, and by all other Initial Debentures now or hereafter Authenticated and delivered under the Indenture, is an unsecured obligation of LSL Pharma. The Initial Debentures rank *pari passu* in right of payment of principal and interest with all other Debentures issued under the Indenture and all previous existing unsecured indebtedness of the Corporation, other than subordinated indebtedness of the Corporation that, by its terms, ranks subordinate to the Debentures.

The principal hereof may become or be declared due and payable before the stated maturity in the events, in the manner, with the effect and at the times provided in the Indenture.

The Indenture contains provisions making binding upon all holders of Debentures outstanding thereunder (or in certain circumstances specific series of Debentures) resolutions passed at meetings of such holders held in accordance with such provisions and instruments signed by the holders of a specified majority of Debentures outstanding (or specific series), which resolutions or instruments may have the effect of amending the terms of this Initial Debenture or the Indenture.

This Initial Debenture may only be transferred, upon compliance with the conditions prescribed in the Indenture, in one of the registers to be kept at the principal office of the Trustee in Montréal, Québec and in such other place or places and/or by such other registrars (if any) as LSL Pharma with the approval of the Trustee may designate. No transfer of this Initial Debenture shall be valid unless made on the register by the registered holder hereof or his executors or administrators or other legal representatives, or his or their attorney duly appointed by an instrument in form and substance satisfactory to the Trustee or other registrar, and upon compliance with such reasonable requirements as the Trustee and/or other registrar may

prescribe and upon surrender of this Initial Debenture for cancellation. Thereupon a new Initial Debenture or Initial Debentures in the same aggregate principal amount shall be issued to the transferee in exchange hereof.

This Initial Debenture shall not become obligatory for any purpose until it shall have been Authenticated by the Trustee under the Indenture.

If any of the provisions of this Initial Debenture are inconsistent with the provisions of the Indenture, the provisions of the Indenture shall take precedence and shall govern. Capitalized words or expressions used in this Initial Debenture shall, unless otherwise defined herein, have the meaning ascribed thereto in the Indenture.

IN WITNESS WHEREOF LSL PHARMA GROUP INC. has caused this Initial Debenture to be signed by its authorized representatives as of the 1st day of November, 2023.

LSL PHARMA GROUP INC.

By: _____

Name:
Title:

(FORM OF TRUSTEE'S CERTIFICATE)

This Initial Debenture is one of the 11% Unsecured Convertible Debentures due October 31, 2028 referred to in the Indenture within mentioned.

TSX TRUST COMPANY

By: _____
(Authorized Officer)

(FORM OF REGISTRATION PANEL)

(No writing hereon except by Trustee or other registrar)

Date of Registration	In Whose Name Registered	Signature of Trustee or Registrar

FORM OF TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ _____, whose address and social insurance number, if applicable, are set forth below, this Initial Debenture (or $_____ principal amount hereof*) of LSL Pharma Group Inc. ("**LSL Pharma**") standing in the name(s) of the undersigned in the register maintained by the Trustee with respect to such Initial Debenture and does hereby irrevocably authorize and direct the Trustee to transfer such Initial Debenture in such register, with full power of substitution in the premises.

Dated: _____

Address of Transferee: _____
(Street Address, City, Province and Postal Code)

Social Insurance Number of Transferee, if applicable: _____

*If less than the full principal amount of the within Initial Debenture is to be transferred, indicate in the space provided the principal amount (which must be $10 or an integral multiple thereof, unless you hold an Initial Debenture in a non-integral multiple of 10 by reason of your having exercised your right to exchange upon the making of an Offer, in which case such Initial Debenture is transferable only in its entirety) to be transferred.

1. The signature(s) to this assignment must correspond with the name(s) as written upon the face of this Initial Debenture in every particular without alteration or any change whatsoever. The signature(s) must be guaranteed by a Canadian chartered bank or by a member of an acceptable Medallion Guarantee Program. Notarized or witnessed signatures are not acceptable as guaranteed signatures. The guarantor must affix a stamp bearing the actual words: "SIGNATURE GUARANTEED".

2. The registered holder of this Initial Debenture is responsible for the payment of any documentary, stamp or other transfer taxes that may be payable in respect of the transfer of this Initial Debenture.

Signature of Guarantor:

_____
Authorized Officer

_____
Signature of transferring registered holder

_____
Name of Institution

SCHEDULE A-2

FORM OF RESTRICTED PHYSICAL DEBENTURE (U.S. PURCHASERS)

This Debenture is a Restricted Physical Debenture within the meaning of the Indenture herein referred to and is registered in the name of [_____] (the "Registered Holder") or a nominee thereof. This Debenture may not be transferred to or exchanged for Debentures registered in the name of any person other than the Registered Holder or a nominee thereof and no such transfer may be registered except in the limited circumstances described in the Indenture. Every Debenture authenticated and delivered upon registration of, transfer of, or in exchange for, or in lieu of, this Debenture shall be a Restricted Physical Debenture subject to the foregoing, except in such limited circumstances described in the Indenture.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING OR OTHERWISE HOLDING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE 1933 ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT PROVIDED BY (i) RULE 144 OR (ii) RULE 144A UNDER THE 1933 ACT, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE U.S. STATE SECURITIES LAWS, (D) IN COMPLIANCE WITH ANOTHER EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT AND APPLICABLE STATE SECURITIES LAWS, OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C)(i) OR (D) ABOVE, A LEGAL OPINION REASONABLY SATISFACTORY TO THE CORPORATION MUST FIRST BE PROVIDED TO THE CORPORATION AND THE CORPORATION'S TRANSFER AGENT TO THE EFFECT THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE 1933 ACT AND APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE [DATE OF ISSUANCE].

No. ■ $■

LSL PHARMA GROUP INC.

(A CORPORATION INCORPORATED UNDER THE LAWS OF CANADA)

11% UNSECURED CONVERTIBLE DEBENTURE DUE OCTOBER 31, 2028

LSL PHARMA GROUP INC. ("**LSL Pharma**") for value received hereby acknowledges itself indebted and, subject to the provisions of the trust indenture (the "**Indenture**") dated as of November 1, 2023

between LSL Pharma and TSX Trust Company (the "**Trustee**"), promises to pay to the registered holder hereof on the maturity date of this Initial Debenture, as hereinafter described, or on such earlier date as the principal amount hereof may become due in accordance with the provisions of the Indenture the principal sum of ■ Dollars ($■) in lawful money of Canada on presentation and surrender of this Initial Debenture at the main branch of the Trustee in in accordance with the terms of the Indenture. This Initial Debenture shall mature on October 31, 2028 (the "**Maturity Date**"). Subject as hereinafter provided, LSL Pharma further promises to pay interest on the outstanding principal amount hereof from the initial closing date of November 1, 2023 (the "**Initial Issue Date**") to the Maturity Date, at the rate of 11% per annum (the "**Base Rate**"), payable in cash semi-annually on the last day of April and October of each year following the Interest Period (less any tax required by law to be deducted), the first such payment to fall due on October 31, 2024 (the "**First Interest Payment Date**") and the last such payment to fall due on the Maturity Date. Interest on the Initial Debentures will accrue from the Initial Issue Date up to the First Interest Payment Date at the Base Rate, compounding semi-annually on the last day of April and October of each year (the "**Interest Period**"). The annual interest rate shall be recalculated twice every year on April 30th and October 31st of each year, starting April 30, 2025 (each an "**Interest Rate Review Date**") until the Maturity Date, and shall be equal to the Base Rate less 100 basis points (1.0%) for each Business Objective achieved (the "**Amended Base Rate**"). Upon achievement of a Business Objective, the Amended Base Rate will be effective as of the following interest payment date of the Initial Debentures (after April 30, 2025) until the next interest payment date thereafter if Business Objective 3 is achieved or until the Maturity Date if a Business Objective 1 or 2 is achieved.

Notwithstanding the foregoing, the first interest payment will include accrued interest from and including the Initial Issue Date of this Initial Debenture but excluding the First Interest Payment Date and the last interest payment will include accrued interest from and including April 30, 2028 to but excluding the Maturity Date. The payment to be made on the First Interest Payment Date shall be $1.13 in respect of each $10 principal amount of Initial Debentures.

Interest hereon shall be payable by cheque mailed by prepaid ordinary mail or by electronic transfer of funds to the registered holder hereof and, subject to the provisions of the Indenture, the mailing of such cheque or electronic transfer of funds, as the case may be, shall, to the extent of the sum represented thereby (plus the amount of any tax withheld), satisfy and discharge all liability for interest on this Initial Debenture.

This Initial Debenture is one of the 11% Unsecured Convertible Debentures (referred to herein as the "**Initial Debentures**") of LSL Pharma issued under the provisions of the Indenture. The Initial Debentures authorized for issue are limited to an aggregate principal amount of up to $4,000,000 ($5,000,000 if the agent for the Offering in connection to which the Initial Debentures are being issued exercises its over-allotment option in full) in lawful money of Canada. Reference is hereby expressly made to the Indenture for a description of the terms and conditions upon which the Initial Debentures are or are to be issued and held and the rights and remedies of the holders of the Initial Debentures and of LSL Pharma and of the Trustee, all to the same effect as if the provisions of the Indenture were herein set forth to all of which provisions the holder of this Initial Debenture by acceptance hereof assents.

The Initial Debentures are issuable in denominations of $10 and integral multiples thereof.

LSL Pharma may redeem the Initial Debentures prior to the Maturity Date in accordance with Article 4 of the Indenture, either in whole at any time or in part from time to time before the Maturity Date by payment of money at a price per Initial Debenture equal to: (i) 110% of the principal amount of the Initial Debentures plus accrued and unpaid interest if redeemed prior to the fourth anniversary of the Initial Issue Date of the Initial Debentures; (ii) 102% of the principal amount of the Initial Debentures plus accrued and unpaid interest if redeemed on or after the fourth anniversary of the Initial Issue Date of the Initial Debentures, but prior to the Maturity Date; or (iii) in the event redemption of the Initial Debentures is required to secure

financing for a bona fide acquisition, (A) 105% of the principal amount of the Initial Debentures plus accrued and unpaid interest if redeemed prior to the first anniversary of the Initial Issue Date of the Initial Debentures, (B) 104% of the principal amount of the Initial Debentures plus accrued and unpaid interest if redeemed on or after the first anniversary but prior to the second anniversary of the Initial Issue Date of the Initial Debentures, and (C) 102% of the principal amount of the Initial Debentures plus accrued and unpaid interest if redeemed on or after the second anniversary but prior to the to the fifth anniversary of the Initial Issue Date of the Initial Debentures (the "**Redemption Price**"). If partial redemption is carried out prior to the Maturity Date, the Redemption Price shall only apply to that portion of the principal amount of the Initial Debentures that is being redeemed.

The indebtedness evidenced by this Initial Debenture, and by all other Initial Debentures now or hereafter Authenticated and delivered under the Indenture, is an unsecured obligation of LSL Pharma. The Initial Debentures rank *pari passu* in right of payment of principal and interest with all other Debentures issued under the Indenture and all previous existing unsecured indebtedness of the Corporation, other than subordinated indebtedness of the Corporation that, by its terms, ranks subordinate to the Debentures.

The principal hereof may become or be declared due and payable before the stated maturity in the events, in the manner, with the effect and at the times provided in the Indenture.

The Indenture contains provisions making binding upon all holders of Debentures outstanding thereunder (or in certain circumstances specific series of Debentures) resolutions passed at meetings of such holders held in accordance with such provisions and instruments signed by the holders of a specified majority of Debentures outstanding (or specific series), which resolutions or instruments may have the effect of amending the terms of this Initial Debenture or the Indenture.

This Initial Debenture may only be transferred, upon compliance with the conditions prescribed in the Indenture, in one of the registers to be kept at the principal office of the Trustee in Montréal, Québec and in such other place or places and/or by such other registrars (if any) as LSL Pharma with the approval of the Trustee may designate. No transfer of this Initial Debenture shall be valid unless made on the register by the registered holder hereof or his executors or administrators or other legal representatives, or his or their attorney duly appointed by an instrument in form and substance satisfactory to the Trustee or other registrar, and upon compliance with such reasonable requirements as the Trustee and/or other registrar may prescribe and upon surrender of this Initial Debenture for cancellation. Thereupon a new Initial Debenture or Initial Debentures in the same aggregate principal amount shall be issued to the transferee in exchange hereof.

This Initial Debenture shall not become obligatory for any purpose until it shall have been Authenticated by the Trustee under the Indenture.

If any of the provisions of this Initial Debenture are inconsistent with the provisions of the Indenture, the provisions of the Indenture shall take precedence and shall govern. Capitalized words or expressions used

in this Initial Debenture shall, unless otherwise defined herein, have the meaning ascribed thereto in the Indenture.

IN WITNESS WHEREOF LSL PHARMA GROUP INC. has caused this Initial Debenture to be signed by its authorized representatives as of the 1st day of November, 2023.

LSL PHARMA GROUP INC.

By: _____

Name:
Title:

(FORM OF DEBENTURE TRUSTEE'S CERTIFICATE)

Certification Date:

TSX TRUST COMPANY

Per: _____
(Authorized Officer)

(FORM OF REGISTRATION PANEL)

Date of Registration	In Whose Name Registered	Signature of Debenture Trustee or Registrar

SCHEDULE "B"
FORM OF REDEMPTION NOTICE

TO THE DEBENTURE INDENTURE BETWEEN
LSL PHARMA GROUP INC. AND
TSX TRUST COMPANY

SCHEDULE "B"
FORM OF REDEMPTION NOTICE

LSL PHARMA GROUP INC.
11% UNSECURED CONVERTIBLE DEBENTURES
REDEMPTION NOTICE

To: Holders of 11% Unsecured Convertible Debentures (the "**Debentures**") of LSL Pharma Group Inc. ("**LSL Pharma**")

Note: All capitalized terms used herein have the meaning ascribed thereto in the Indenture mentioned below, unless otherwise indicated.

Notice is hereby given pursuant to Section 4.3 of the trust indenture (the "**Indenture**") dated as of November 1, 2023 between LSL Pharma and TSX Trust Company (the "**Trustee**"), that the aggregate principal amount of $■ of the $■ of Debentures outstanding will be redeemed as of ■ (the "**Redemption Date**"), upon payment of a redemption amount of $■ for each $10 principal amount of Debentures, being equal to the aggregate of (i) $■ (which includes the early repayment premium required pursuant to Section 4.1 of the Indenture) (the "**Redemption Premium**"), and (ii) all accrued and unpaid interest to but excluding the Redemption Date (collectively, the "**Redemption Price**").

The Redemption Price will be payable upon presentation and surrender of the Debentures called for redemption at the following corporate trust office:

TSX Trust Company
1701 – 1190 Avenue des Canadiens-de-Montréal
Montréal, QC H3B 0G7

Attention: Regional Director, Corporate Trust

The interest upon the principal amount of Debentures called for redemption shall cease to be payable from and after the Redemption Date, unless payment of the Redemption Price shall not be made on presentation for surrender of such Debentures at the above-mentioned corporate trust office on or after the Redemption Date or prior to the setting aside of the Redemption Price pursuant to the Indenture.

In this connection, upon presentation and surrender of the Debentures for payment on the Redemption Date, LSL Pharma shall, on the Redemption Date, make the delivery to the Trustee, at the above-mentioned corporate trust office, for delivery to and on account of the holders, cash for all accrued and unpaid interest up to, but excluding, the Redemption Date, and cash representing the balance of the Redemption Premium.

DATED:

LSL PHARMA GROUP INC.

By: _____
(Authorized Director or Officer)

SCHEDULE "C"
FORM OF CONVERSION NOTICE

TO THE DEBENTURE INDENTURE BETWEEN
LSL PHARMA GROUP INC. AND
TSX TRUST COMPANY

SCHEDULE "C"
FORM OF NOTICE OF CONVERSION

CONVERSION NOTICE

TO: LSL PHARMA GROUP INC.

Note: All capitalized terms used herein have the meaning ascribed thereto in the Indenture mentioned below, unless otherwise indicated.

The undersigned registered holder of ■ Convertible Debentures bearing Certificate No. ■ (if applicable) irrevocably elects to convert such Debentures (or $■ principal amount thereof*) in accordance with the terms of the trust indenture (the "**Indenture**") dated as of November 1, 2023 between LSL Pharma and TSX Trust Company referred to in such Debentures and tenders herewith the Debentures, and, if applicable, directs that the Class A Shares of LSL Pharma Group Inc. issuable upon a conversion be issued and delivered to the Person indicated below. (If Class A Shares are to be issued in the name of a Person other than the holder, all requisite transfer taxes must be tendered by the undersigned).

Dated: _____ _____
(Signature of Registered Holder)

If less than the full principal amount of the Debentures, indicate in the space provided the principal amount (which must be $10 or integral multiples thereof).

Note: If Class A Shares are to be issued in the name of a Person other than the holder, the signature must be guaranteed by a chartered bank or by a member of an acceptable Medallion Guarantee Program. The guarantor must affix a stamp bearing the actual words: "SIGNATURE GUARANTEED".

(Print name in which Class A Shares are to be issued, delivered and registered)

Name: _____

_____
(Address)

_____
(City, Province and Postal Code)

Name of guarantor: _____

Authorized signature: _____

SCHEDULE "D"
FORM OF DECLARATION FOR REMOVAL OF LEGEND

TO THE DEBENTURE INDENTURE BETWEEN
LSL PHARMA GROUP INC. AND
TSX TRUST COMPANY

SCHEDULE "D"
FORM OF DECLARATION FOR REMOVAL OF LEGEND

TO: TSX Trust Company

AND TO: LSL Pharma Group Inc. (the "**Corporation**")

The undersigned (A) acknowledges that the sale of the securities of the Corporation represented by certificate number _____ to which this declaration relates is being made in reliance on Rule 904 of Regulation S ("**Regulation S**") under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and (B) certifies that (1) the seller is not (a) an "affiliate" (as defined in Rule 405 under the U.S. Securities Act) of the Corporation, (b) a "distributor" (as defined in Regulation S) or (c) an affiliate of a distributor; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of a "designated offshore securities market" (as defined in Regulation S) and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on its or their behalf has engaged or will engage in any "directed selling efforts" (within the meaning of Regulation S) in the United States in connection with the offer and sale of such securities; (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as defined in Rule 144(a)(3) under the U. S. Securities Act); (5) the seller does not intend to replace securities sold in reliance on Rule 904 of Regulation S with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U. S. Securities Act. Terms used herein have the meanings given to them by Regulation S.

Dated: _____

X_____
Authorized signatory

_____
Name of Seller (**please print**)

_____
Name of authorized signatory (**please print**)

_____
Title of authorized signatory(**please print**)

Affirmation by Seller's Broker-Dealer (required for sales pursuant to Section (B)(2)(b) above)

We have read the representation letter of _____ (the "**Seller**") dated _____, 20__, pursuant to which the Seller has requested that we sell, for the Seller's account, _____ [convertible debentures] [Class A Shares] represented by certificate number _____ (the "**Securities**") of the Corporation. We have executed sales of the Securities pursuant to Rule 904 of Regulation S on behalf of the Seller. In that connection, we hereby represent to you as follows:

(1) no offer to sell Securities was made to a person in the United States;

(2) the sale of the Securities was executed in, on or through the facilities of a "designated offshore securities market" (as defined in Regulation S), and, to the best of our knowledge, the sale was not pre-arranged with a buyer in the United States;

(3) no "directed selling efforts" (as defined in Regulation S) were made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and

(4) we have done no more than execute the order or orders to sell the Securities as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations: "**affiliate**" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned; "**directed selling efforts**" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Securities (including, but not be limited to, the solicitation of offers to purchase the Securities from persons in the United States); and "**United States**" means the United States of America, its territories or possessions, any State of the United States, and the District of Columbia.

Legal counsel to the Corporation shall be entitled to rely upon the representations, warranties and covenants contained in this letter to the same extent as if this letter had been addressed to them.

Yours truly,

_____
Name of Firm

By: _____

Title: _____