

These materials are important and require your immediate attention. They require Debentureholders to make important decisions. If you are in doubt as to what decision to make, please contact your financial, legal, income tax and/or other professional advisors. If you have any questions, or require more information, please contact Investor Relations at ir@invesque.com or 317-643-4017.

INVESQUE INC.

LETTER TO DEBENTUREHOLDERS

and

**NOTICE OF MEETING
OF HOLDERS OF
7.00% CONVERTIBLE UNSECURED SUBORDINATED DEBENTURES
DUE JANUARY 31, 2025**

to be held November 26, 2024

and

**NOTICE OF MEETING
OF HOLDERS OF
8.75% CONVERTIBLE UNSECURED SUBORDINATED DEBENTURES
DUE SEPTEMBER 30, 2026**

to be held November 26, 2024

and

MANAGEMENT INFORMATION CIRCULAR

**THE BOARD OF DIRECTORS OF INVESQUE INC.
UNANIMOUSLY RECOMMENDS THAT THE
DEBENTUREHOLDERS VOTE FOR THE DEBENTURE AMENDMENTS**

TO VOTE PLEASE USE ANY OF THE METHODS SET OUT ON THE ACCOMPANYING FORM OF PROXY OR VOTING INSTRUCTION FORM IN ACCORDANCE WITH THE INSTRUCTIONS SET OUT THEREIN AS SOON AS PRACTICABLE AND IN ANY EVENT BY 10:00 A.M. (EASTERN TIME) AND 10:30 A.M. (EASTERN TIME) ON NOVEMBER 22, 2024 IN RESPECT OF THE 2025 DEBENTUREHOLDER MEETING AND THE 2026 DEBENTUREHOLDER MEETING, RESPECTIVELY.

October 28, 2024

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INVESQUE INC. - LETTER TO DEBENTUREHOLDERS

October 28, 2024

Dear holders of 7.00% convertible unsecured subordinated debentures of Invesque Inc. (“**Invesque**” or the “**Corporation**”) due January 31, 2025 (the “**2025 Debentures**”) and holders of 8.75% convertible unsecured subordinated debentures of Invesque due September 30, 2026 (the “**2026 Debentures**”, and together with the 2025 Debentures, the “**Debentures**”):

Re: **Debenture Amendments and Benefits to Debentureholders**

You, as holders (“**2025 Debentureholders**”) of the 2025 Debentures issued pursuant to the trust indenture dated December 16, 2016, as amended by the supplemental trust indenture dated November 15, 2021 (collectively, the “**2025 Indenture**”) between the Corporation and Computershare Trust Company of Canada (the “**Debenture Trustee**”), and/or as holders (“**2026 Debentureholders**”) of the 2026 Debentures issued pursuant to the trust indenture dated August 24, 2018, as amended by the supplemental trust indentures dated May 23, 2023 and September 26, 2023 (collectively, the “**2026 Indenture**” and together with the 2025 Indenture, the “**Indentures**”) between the Corporation and the Debenture Trustee, are being asked to consider certain amendments (the “**Debenture Amendments**”) to the Indentures.

The proposed amendments to the 2025 Indenture, if approved by the 2025 Debentureholders, will result in, among other things, 2025 Debentureholders receiving a pro rata interest in an aggregate principal amount of US\$9,938,000 of new unsecured subordinated debentures (“**Amended Debentures**”) (being US\$399.919517 principal amount of Amended Debentures per each US\$1,000 of outstanding principal amount of 2025 Debentures) and 52,306,874 common shares of the Corporation (“**Common Shares**”) (as may be equitably adjusted in accordance with the terms of the 2025 Indenture) having an aggregate value equal to US\$8,369,100 based on a price per Common Share of US\$0.16 (being 2,104.904386 Common Shares per each US\$1,000 of outstanding principal amount of 2025 Debentures).

The proposed amendments to the 2026 Indenture, if approved by the 2026 Debentureholders, will result in, among other things, 2026 Debentureholders receiving a pro rata interest in an aggregate principal amount of US\$17,362,000 of Amended Debentures (being US\$399.907866 principal amount of Amended Debentures per each US\$1,000 of outstanding principal amount of 2026 Debentures) and 88,210,068 Common Shares (as may be equitably adjusted in accordance with the terms of the 2026 Indenture) having an aggregate value equal to US\$14,113,611 based on a price per Common Share of US\$0.16 (being 2,031.787815 Common Shares per each US\$1,000 of outstanding principal amount of 2026 Debentures).

For a description of the Amended Debentures, see “The Debenture Amendments” in the accompanying management information circular (the “**Circular**”).

If the Debenture Amendments are approved by the Debentureholders (i) Debentureholders will receive no additional interest payments under the 2025 Debentures or 2026 Debentures and the next interest payment to be received by Debentureholders (in respect of the Amended Debentures) will be on June 30, 2025, and (ii) the effective date of the Debenture Amendments will be on the date that Invesque enters into the respective supplemental trust indentures embodying the Debenture Amendments and the exchange of the Debentures for Amended Debentures and Common Shares (the “**Debenture Exchange**”) will occur on the same date as the supplemental trust indentures or on such later date on or before January 31, 2025 that the Board determines in its sole discretion. The Debenture Amendments are subject to certain conditions, including approval of the Toronto Stock Exchange (“**TSX**”) and, in the case of the 2026 Debentures, the approval of the 2025 Debenture Amendments by the 2025 Debentureholders and, in the case of the 2025 Debentures, the approval of the 2026 Debenture Amendments by the 2026 Debentureholders. The Debenture Amendments and the issuance of Common Shares pursuant to the Debenture Exchange have been conditionally approved by the TSX, subject to the fulfilment of standard requirements of the TSX. The Debenture Exchange will be subject to certain conditions, including the substantially contemporaneous closing of the Preferred Share Exchange (as defined herein).

Preferred Share Exchange

In connection with the Debenture Exchange, certain funds (the “**Exchanging Magnetar Funds**”) managed by Magnetar Financial LLC (“**Magnetar**”), have entered into an exchange agreement with the Corporation (as amended from time to time, the “**Exchange Agreement**”) pursuant to which such Exchanging Magnetar Funds have agreed to exchange their class A convertible preferred shares (“**Preferred Shares**”) for 716,875,000 Common Shares (as may be equitably adjusted in accordance with the Exchange Agreement) (the “**Preferred Share Exchange**”), having a value of US\$114,700,000 based on a price per Common Share of US\$0.16. The value of the Common Shares to be issued to the Exchanging Magnetar Funds pursuant to the Preferred Share Exchange represents a discount to the current liquidation value of the Preferred Shares, which was US\$133,556,055 as of September 30, 2024. The Preferred Shares held by the Exchanging Magnetar Funds represent all of the issued and outstanding Preferred Shares in the capital of the Corporation. Based on the number of Common Shares and Preferred Shares outstanding as of the date hereof, following the Debenture Exchange and the Preferred Share Exchange, Magnetar, the Exchanging Magnetar Funds and certain other funds managed by Magnetar will own and exercise control over approximately 80% of the Common Shares, and there will be no Preferred Shares outstanding. The Preferred Share Exchange will be subject to certain conditions, including the substantially contemporaneous closing of the Debenture Exchange, approval of the TSX and approval of the holders of Common Shares at a meeting of the holders of Common Shares called for such purpose to be held on November 26, 2024, as required under the rules of the TSX. The board of directors of Invesque (the “**Board**”) has unanimously recommended that each of the holders of Common Shares vote FOR the Preferred Share Exchange and the issuance of Common Shares pursuant to the Debenture Exchange. The Preferred Share Exchange has been conditionally approved by the TSX, subject to the fulfilment of standard requirements of the TSX.

Benefits of the Debenture Amendments

The independent Governance Committee of the Board (the “**Governance Committee**”) and the Board believe that the Debenture Amendments are in the best interest of the Corporation and provide a number of benefits to Invesque and its stakeholders, including the Debentureholders. For more information, see “Reasons for the Proposed Transactions” and “Benefits of the Debenture Amendments” in the accompanying Circular.

Recommendation of the Board

***THE BOARD UNANIMOUSLY RECOMMENDS THAT EACH OF
THE 2025 DEBENTUREHOLDERS AND THE 2026 DEBENTUREHOLDERS
VOTE FOR THE DEBENTURE AMENDMENTS.***

Support Agreements

Certain 2025 Debentureholders holding approximately US\$13,553,000 principal amount of 2025 Debentures, representing approximately 54.5% of the outstanding principal amount of 2025 Debentures, and certain 2026 Debentureholders holding approximately US\$19,277,611 principal amount of 2026 Debentures, representing approximately 44.4% of the outstanding principal amount of 2026 Debentures have entered into voting support agreements agreeing to vote the Debentures beneficially owned or controlled or directed by them FOR the Debenture Amendments. For more information, see “Support Agreements” in the Circular.

To Vote in respect of the Debenture Amendments

Your vote is important. Whether or not you attend the meeting(s), please take the time to vote your Debentures, in accordance with the instructions contained in the accompanying Circular and in the form of proxy (“**Form of Proxy**”) or voting instruction form (“**Voting Instruction Form**”), as applicable. To vote in respect of the Debenture Amendments please use any of the methods set out on the accompanying Form of Proxy or Voting Instruction Form in accordance with the instructions set out therein well in advance of the November 22, 2024 deadline. If you have any questions, or require assistance voting, please contact Investor Relations at ir@invesque.com or 317-643-4017.

Approval of the Debenture Amendments

For the Debenture Amendments to be approved:

1. holders of not less than 66⅔% of the principal amount of the 2025 Debentures present or represented (by proxy by completing and delivering the Form of Proxy or the Voting Instruction Form) at the 2025 Debentureholder Meeting (as defined below) must vote in favour of the Debenture Amendments;
- and
2. holders of not less than 66⅔% of the principal amount of the 2026 Debentures present or represented (by proxy by completing and delivering the Form of Proxy or the Voting Instruction Form) at the 2026 Debentureholder Meeting (as defined below) must vote in favour of the Debenture Amendments.

Debentureholders may (1) vote in respect of the Debenture Amendments by using any of the methods set out on the accompanying Form of Proxy or Voting Instruction Form in accordance with the instructions or (2) vote in person at the applicable Debentureholder Meeting. See the instructions set out in the accompanying Circular under “General Proxy and Debentureholder Meeting Matters”. The 2025 Debentureholder Meeting is scheduled to be held at the offices of the Corporation at 8701 E. 116th Street, Suite 260, Fishers, Indiana 46038 on November 26, 2024 at 10:00 a.m. (Eastern Time) (the “**2025 Debentureholder Meeting**”). The 2026 Debentureholder Meeting is scheduled to be held at the offices of the Corporation at 8701 E. 116th Street, Suite 260, Fishers, Indiana 46038 on November 26, 2024 at 10:30 a.m. (Eastern Time) (the “**2026 Debentureholder Meeting**” and together with the 2025 Debentureholder Meeting, the “**Debentureholder Meetings**” and each, a “**Debentureholder Meeting**”).

The Debentureholder Meetings will be made available by teleconference call and webcast. 2025 Debentureholders may listen in at the meeting time by dialing into 888-699-1199 (North American Toll Free) or 416-945-7677 (Toronto Local), or by visiting: <https://emportal.ink/3A0fLSL>. 2026 Debentureholders may listen in at the meeting time by dialing into 888-699-1199 (North American Toll Free) or 416-945-7677 (Toronto Local), or by visiting: <https://emportal.ink/3NvtNZf>.

Debentureholders will not be able to vote, ask questions or otherwise participate in the Debentureholder Meetings via the teleconference call and webcast. Debentureholders who do not attend a Debentureholder Meeting in person may submit questions to the Corporation in advance of the Debentureholder Meeting by email (ir@invesque.com) which may, subject to verification by the Corporation and confirmation of the relevance and subject matter, be addressed at the Debentureholder Meeting.

If the Debenture Amendments are approved, Invesque will enter into a supplemental trust indenture for each of the Indentures with the Debenture Trustee to implement the Debenture Amendments in accordance with Section 16.1(e) of the Indentures. If the Debenture Amendments are approved and other conditions are satisfied, Invesque will also enter into a new indenture for the Amended Debentures with the Debenture Trustee in connection with the closing of the Debenture Exchange.

The 2025 Debentures trade on the TSX under the symbol “IVQ.DB.U”. The 2026 Debentures trade on the TSX under the symbol “IVQ.DB.V”. The Debenture Amendments and the Debenture Exchange are subject to approval by the TSX. The Corporation has applied to list the Amended Debentures on the TSX under a new trading symbol. Such listing will be subject to the Corporation fulfilling all of the listing requirements of the TSX.

Cautionary Statement Regarding Forward-Looking Statements

Forward-looking information and forward-looking statements in this Letter to Debentureholders are qualified by the statements in the Circular under the section entitled “Cautionary Statement Regarding Forward-Looking Statements”.

Management Information Circular

The accompanying Circular provides a detailed description of the Debenture Amendments and the Debenture Exchange. Please give this material your careful consideration. If you require additional assistance, you should consult your financial, legal, income tax and/or other professional advisors.

We encourage you to read the materials in the accompanying Circular carefully. Your vote is important. Whether or not you attend the applicable Debentureholder Meeting(s), please take the time to vote your Debentures, in accordance with the instructions contained in the accompanying Circular and on the applicable Form of Proxy or the Voting Instruction Form, as applicable. If you have any questions, or require assistance completing the Form of Proxy or the Voting Instruction Form, please contact Investor Relations at ir@invesque.com or 317-643-4017.

(Signed) “*Scott White*”
Chairman of the Board

INVESQUE INC.
NOTICE OF MEETING OF 2025 DEBENTUREHOLDERS

NOTICE IS HEREBY GIVEN that a meeting (including any adjournments or postponements thereof, the “**2025 Debentureholder Meeting**”) of the holders (the “**2025 Debentureholders**”) of the 7.00% convertible unsecured subordinated debentures due January 31, 2025 (the “**2025 Debentures**”) of Invesque Inc. (the “**Corporation**”) will be held at the offices of the Corporation at 8701 E. 116th Street, Suite 260, Fishers, Indiana 46038 on November 26, 2024 at 10:00 a.m. (Eastern Time) for the following purposes:

1. to consider and, if deemed appropriate, to adopt, with or without amendment, an extraordinary resolution (the “**2025 Debentureholder Resolution**”) in the form attached as **Appendix A** to the management information circular (the “**Circular**”) accompanying this Notice of Meeting of 2025 Debentureholders, approving certain amendments to the trust indenture dated December 16, 2016, as amended by a supplemental trust indenture dated November 15, 2021 (collectively, the “**2025 Indenture**”) between the Corporation and Computershare Trust Company of Canada (the “**Debenture Trustee**”), and authorizing the Debenture Trustee to execute a second supplemental trust indenture between the Debenture Trustee and the Corporation giving effect to such amendments, all as more particularly described in the Circular; and
2. to transact such further or other business as may properly come before the Debentureholder 2025 Meeting or any adjournments or postponements thereof.

The accompanying Circular provides additional information relating to the matters to be dealt with at the 2025 Debentureholder Meeting and forms part of this Notice of Meeting of 2025 Debentureholders.

The 2025 Debentureholder Resolution, if passed by the votes of 2025 Debentureholders holding not less than 66⅔% of the principal amount of the 2025 Debentures present or represented by proxy at the 2025 Debentureholder Meeting, or any adjournment or postponement thereof, in accordance with the provisions of the 2025 Indenture, will be binding upon the 2025 Debentureholders, whether present at or absent from the 2025 Debentureholder Meeting. Accordingly, it is important that your 2025 Debentures be represented and voted whether or not you plan to attend the 2025 Debentureholder Meeting in person.

The Board of Directors of the Corporation has established the record date for the 2025 Debentureholder Meeting as the close of business on October 25, 2024 (the “**Record Date**”). Only 2025 Debentureholders of record at the close of business on the Record Date will be entitled to notice of the 2025 Debentureholder Meeting or any adjournment or postponement thereof, and to vote at the 2025 Debentureholder Meeting or any adjournment or postponement thereof or to appoint or revoke a proxy. No 2025 Debentureholder becoming a 2025 Debentureholder of record after the Record Date will be entitled to vote at the 2025 Debentureholder Meeting or any adjournment or postponement thereof. The quorum requirements of the 2025 Indenture will be satisfied by the presence in person or by proxy of 2025 Debentureholders representing at least 25% of the principal amount of 2025 Debentures outstanding on the date of the 2025 Debentureholder Meeting. If a quorum is not present in person or by proxy within 30 minutes after the time appointed for the 2025 Debentureholder Meeting, the 2025 Debentureholder Meeting shall be adjourned to the same day in the next week (unless such day is not a business day in which case it will be adjourned to the next following business day thereafter) at the same time and place and no notice will be required to be given in respect of such adjourned meeting. At the adjourned meeting, the 2025 Debentureholders present in person or represented by proxy shall constitute a quorum, even if they hold less than 25% of the outstanding principal amount, and a resolution at such adjourned meeting shall be passed thereat by the affirmative vote of holders of not less than 66⅔% of the principal amount of the 2025 Debentures present or represented by proxy at the meeting.

The 2025 Debentures have been issued in the form of a global book-entry only certificate registered in the name of CDS & Co. (“**CDS**”) and, as such, CDS is the sole registered 2025 Debentureholder. Accordingly, beneficial 2025 Debentureholders as of the Record Date wishing to vote their 2025 Debentures at the 2025 Debentureholder Meeting must complete and sign the applicable instrument of proxy or other voting instruction form provided by its broker or other intermediary and return such instrument of proxy or other voting instruction form in accordance with the instructions provided therein well in advance of the 2025 Debentureholder Meeting. Failure to do so will result in your 2025 Debentures not being voted at the 2025 Debentureholder Meeting.

Proxies to be used at the 2025 Debentureholder Meeting must be received by the Debenture Trustee, Computershare Trust Company of Canada, Proxy Department, 8th Floor 100 University Ave., Toronto, Ontario M5J 2Y1 or by facsimile at 416-263-9524 (within the Toronto area) or toll-free at 1-866-732-8683 (outside the Toronto area), no later than 10:00 a.m. (Eastern Time) on November 22, 2024 and if the 2025 Debentureholder Meeting is postponed or adjourned, no later than 48 hours (excluding Saturdays, Sundays and holidays) prior to the commencement of any postponement or adjournment thereof.

If you have any questions or require more information with regard to voting your 2025 Debentures please contact Investor Relations at ir@invesque.com or 317-643-4017.

DATED October 28, 2024
By order of the Board of Directors
(Signed) “*Scott White*”
Chairman of the Board

INVESQUE INC.
NOTICE OF MEETING OF 2026 DEBENTUREHOLDERS

NOTICE IS HEREBY GIVEN that a meeting (including any adjournments or postponements thereof, the “**2026 Debentureholder Meeting**”) of the holders (the “**2026 Debentureholders**”) of the 8.75% convertible unsecured subordinated debentures due September 30, 2026 (the “**2026 Debentures**”) of Invesque Inc. (the “**Corporation**”) will be held at the offices of the Corporation at 8701 E. 116th Street, Suite 260, Fishers, Indiana 46038 on November 26, 2024 at 10:30 a.m. (Eastern Time) for the following purposes:

1. to consider and, if deemed appropriate, to adopt, with or without amendment, an extraordinary resolution (the “**2026 Debentureholder Resolution**”) in the form attached as **Appendix B** to the management information circular (the “**Circular**”) accompanying this Notice of Meeting of 2026 Debentureholders, approving certain amendments to the trust indenture dated August 24, 2018, as amended by a supplemental trust indenture dated May 23, 2023 and a second supplemental trust indenture dated September 26, 2023 (collectively, the “**Indenture**”) between the Corporation and Computershare Trust Company of Canada (the “**Debenture Trustee**”), and authorizing the Debenture Trustee to execute a third supplemental trust indenture between the Debenture Trustee and the Corporation giving effect to such amendments, all as more particularly described in the Circular; and
2. to transact such further or other business as may properly come before the 2026 Debentureholder Meeting or any adjournments or postponements thereof.

The accompanying Circular provides additional information relating to the matters to be dealt with at the 2026 Debentureholder Meeting and forms part of this Notice of Meeting of 2026 Debentureholders.

The 2026 Debentureholder Resolution, if passed by the votes of 2026 Debentureholders holding not less than 66⅔% of the principal amount of the 2026 Debentures present or represented by proxy at the 2026 Debentureholder Meeting, or any adjournment or postponement thereof, in accordance with the provisions of the 2026 Indenture, will be binding upon the 2026 Debentureholders, whether present at or absent from the 2026 Debentureholder Meeting. Accordingly, it is important that your Debentures be represented and voted whether or not you plan to attend the 2026 Debentureholder Meeting in person.

The Board of Directors of the Corporation has established the record date for the 2026 Debentureholder Meeting as the close of business on October 25, 2024 (the “**Record Date**”). Only 2026 Debentureholders of record at the close of business on the Record Date will be entitled to notice of the 2026 Debentureholder Meeting or any adjournment or postponement thereof, and to vote at the 2026 Debentureholder Meeting or any adjournment or postponement thereof or to appoint or revoke a proxy. No 2026 Debentureholder becoming a 2026 Debentureholder of record after the Record Date will be entitled to vote at the 2026 Debentureholder Meeting or any adjournment or postponement thereof. The quorum requirements of the 2026 Indenture will be satisfied by the presence in person or by proxy of 2026 Debentureholders representing at least 25% of the principal amount of 2026 Debentures outstanding on the date of the 2026 Debentureholder Meeting. If a quorum is not present in person or by proxy within 30 minutes after the time appointed for the 2026 Debentureholder Meeting, the 2026 Debentureholder Meeting shall be adjourned to the same day in the next week (unless such day is not a business day in which case it will be adjourned to the next following business day thereafter) at the same time and place and no notice will be required to be given in respect of such adjourned meeting. At the adjourned meeting, the 2026 Debentureholders present in person or represented by proxy shall constitute a quorum, even if they hold less than 25% of the outstanding principal amount, and a resolution at such adjourned meeting shall be passed thereat by the affirmative vote of holders of not less than 66⅔% of the principal amount of the 2026 Debentures present or represented by proxy at the meeting.

The 2026 Debentures have been issued in the form of a global book-entry only certificate registered in the name of CDS & Co. (“**CDS**”) and, as such, CDS is the sole registered 2026 Debentureholder. Accordingly, beneficial 2026 Debentureholders as of the Record Date wishing to vote their 2026 Debentures at the 2026 Debentureholder Meeting must complete and sign the applicable instrument of proxy or other voting instruction form provided by its broker or other intermediary and return such instrument of proxy or other voting instruction form in accordance with the instructions provided therein well in advance of the 2026 Debentureholder Meeting. Failure to do so will result in your 2026 Debentures not being voted at the 2026 Debentureholder Meeting.

Proxies to be used at the 2026 Debentureholder Meeting must be received by the Debenture Trustee, Computershare Trust Company of Canada, Proxy Department, 8th Floor 100 University Ave., Toronto, Ontario M5J 2Y1 or by facsimile at 416-263-9524 (within the Toronto area) or toll-free at 1-866-732-8683 (outside the Toronto area), no later than 10:30 a.m. (Eastern Time) on November 22, 2024 and if the 2026 Debentureholder Meeting is postponed or adjourned, no later than 48 hours (excluding Saturdays, Sundays and holidays) prior to the commencement of any postponement or adjournment thereof.

If you have any questions or require more information with regard to voting your 2026 Debentures please contact Investor Relations at ir@invesque.com or 317-643-4017.

DATED October 28, 2024
By order of the Board of Directors
(Signed) “*Scott White*”
Chairman of the Board

INVESQUE INC.
MANAGEMENT INFORMATION CIRCULAR

for the meeting of holders of
7.00% CONVERTIBLE SECURED SUBORDINATED DEBENTURES
DUE JANUARY 31, 2025

and

for the meeting of holders of
8.75% CONVERTIBLE SECURED SUBORDINATED DEBENTURES
DUE SEPTEMBER 30, 2026

Dated October 28, 2024

SUMMARY

*The following is a brief summary of certain information contained in this management information circular (“Circular”). Reference is made to, and this summary is qualified by, the detailed information contained in this Circular. Holders (“**2025 Debentureholders**”) of 7.00% convertible unsecured subordinated debentures due January 31, 2025 (the “**2025 Debentures**”) and holders (“**2026 Debentureholders**” and together with the 2025 Debentureholders, the “**Debentureholders**”) of 8.75% convertible unsecured subordinated debentures due September 30, 2026 (the “**2026 Debentures**”, and together with the 2025 Debentures, the “**Debentures**”) are encouraged to read this Circular and the attached Appendices carefully and in their entirety.*

The 2025 Debentureholder Meeting

The meeting of 2025 Debentureholders (including any adjournments or postponements thereof, the “**2025 Debentureholder Meeting**”) will be held on November 26, 2024 at 8701 E. 116th Street, Suite 260, Fishers, Indiana 46038 at 10:00 a.m. (Eastern Time) for the purposes set forth in the accompanying Notice of Meeting of 2025 Debentureholders, including to consider and, if deemed advisable, to approve certain amendments (the “**2025 Debenture Amendments**”) to the trust indenture dated December 16, 2016, as amended by a supplemental trust indenture dated November 15, 2021 (collectively, the “**2025 Indenture**”) between Invesque Inc. (“**Invesque**” or the “**Corporation**”) and Computershare Trust Company of Canada (the “**Debenture Trustee**”), and to authorize the Debenture Trustee to execute a second supplemental trust indenture between the Debenture Trustee and the Corporation giving effect to such amendments. Only 2025 Debentureholders of record as of the close of business on October 25, 2024 (the “**Record Date**”) are entitled to receive notice of the 2025 Debentureholder Meeting and to vote at the 2025 Debentureholder Meeting and any adjournment or postponement thereof.

The 2025 Debentureholder Meeting will be made available by teleconference call and webcast. 2025 Debentureholders may listen in at 10:00 a.m. (Eastern Time) on November 26, 2024 by dialing into 888-699-1199 (North American Toll Free) or 416-945-7677 (Toronto Local), or by visiting: <https://emportal.ink/3A0fLSL>. **2025 Debentureholders will not be able to vote, ask questions or otherwise participate in the 2025 Debentureholder Meeting via the teleconference call and webcast.** 2025 Debentureholders who do not attend the 2025 Debentureholder Meeting in person may submit questions to the Corporation in advance of the 2025 Debentureholder Meeting by email (ir@invesque.com) which may, subject to verification by the Corporation and confirmation of the relevance and subject matter, be addressed at the 2025 Debentureholder Meeting.

The 2026 Debentureholder Meeting

The meeting of 2026 Debentureholders (including any adjournments or postponements thereof, the “**2026 Debentureholder Meeting**” and together with the 2025 Debentureholder Meeting, the “**Debentureholder Meetings**”) will be held on November 26, 2024 at 8701 E. 116th Street, Suite 260, Fishers, Indiana 46038 at 10:30 a.m. (Eastern Time) for the purposes set forth in the accompanying Notice of Meeting of 2026 Debentureholders, including to consider and, if deemed advisable, to approve certain amendments (the “**2026 Debenture Amendments**”) and together with the 2025 Debenture Amendments, the “**Debenture Amendments**”) to the trust indenture dated

August 24, 2018, as amended by a supplemental trust indenture dated May 23, 2023 and a second supplemental trust indenture dated September 26, 2023 (collectively, the “**2026 Indenture**” and together with the 2025 Indenture, the “**Indentures**”) between the Corporation and the Debenture Trustee, and to authorize the Debenture Trustee to execute a third supplemental trust indenture between the Debenture Trustee and the Corporation giving effect to such amendments. Only 2026 Debentureholders of record as of the close of business on the Record Date are entitled to receive notice of the 2026 Debentureholder Meeting and to vote at the 2026 Debentureholder Meeting and any adjournment or postponement thereof.

The 2026 Debentureholder Meeting will be made available by teleconference call and webcast. 2026 Debentureholders may listen in at 10:30 a.m. (Eastern Time) on November 26, 2024 by dialing into 888-699-1199 (North American Toll Free) or 416-945-7677 (Toronto Local), or by visiting: <https://empportal.ink/3NvtmZf>. **2026 Debentureholders will not be able to vote, ask questions or otherwise participate in the 2026 Debentureholder Meeting via the teleconference call and webcast.** 2026 Debentureholders who do not attend the 2026 Debentureholder Meeting in person may submit questions to the Corporation in advance of the 2026 Debentureholder Meeting by email (ir@invesque.com) which may, subject to verification by the Corporation and confirmation of the relevance and subject matter, be addressed at the 2026 Debentureholder Meeting.

The Debenture Amendments

The proposed amendments to the 2025 Indenture, if approved by the 2025 Debentureholders, will:

- (i) ADD a covenant that the outstanding principal amount of the 2025 Debentures, plus interest accrued and unpaid thereon, will be exchanged on a date specified by the Corporation, which date shall be on or before January 31, 2025, for a pro rata interest of:
 - (1) new unsecured subordinated debentures (“**Amended Debentures**”) that will have an aggregate principal amount of US\$9,938,000, being US\$399.919517 principal amount of Amended Debentures per each US\$1,000 of outstanding principal amount of 2025 Debentures; and
 - (2) 52,306,874 common shares of the Corporation (“**Common Shares**”) (as may be equitably adjusted in accordance with the terms of the 2025 Indenture) having an aggregate value equal to US\$8,369,100 based on a price per Common Share of US\$0.16, being 2,104.904386 Common Shares per each US\$1,000 of outstanding principal amount of 2025 Debentures; and
- (ii) AMEND the definition of “Change of Control” to provide that the Preferred Share Exchange (as defined herein) shall not constitute a “Change of Control”.

The proposed amendments to the 2026 Indenture, if approved by the 2026 Debentureholders, will:

- (i) ADD a covenant that the outstanding principal amount of the 2026 Debentures, plus interest accrued and unpaid thereon, will be exchanged on a date specified by the Corporation, which date shall be on or before January 31, 2025, for a pro rata interest of:
 - (1) Amended Debentures that will have an aggregate principal amount of US\$17,362,000, being US\$399.907866 principal amount of Amended Debentures per each US\$1,000 of outstanding principal amount of 2026 Debentures; and
 - (2) 88,210,068 Common Shares (as may be equitably adjusted in accordance with the terms of the 2026 Indenture) having an aggregate value equal to US\$14,113,611 based on a price per Common Share of US\$0.16, being 2,031.787815 Common Shares per each US\$1,000 of outstanding principal amount of 2026 Debentures; and

- (ii) AMEND the definition of “Change of Control” to provide that the Preferred Share Exchange (as defined below) shall not constitute a “Change of Control”.

If the Debenture Amendments are approved by the Debentureholders, (i) Debentureholders will receive no additional interest payments under the 2025 Debentures or 2026 Debentures and the next interest payment to be received by Debentureholders (in respect of the Amended Debentures) will be on June 30, 2025, and (ii) the effective date of the Debenture Amendments will be on the date that Invesque enters into a supplemental trust indenture for each of the Indentures with the Debenture Trustee, embodying the Debenture Amendments and the exchange of the Debentures for Amended Debentures and Common Shares (the “**Debenture Exchange**”) will occur on the same date as the supplemental trust indentures or on such later date on or before January 31, 2025 that the board of directors of the Corporation (the “**Board**”) determines in its sole discretion.

Comparison of Terms of the Amended Debentures and the Debentures

The following table is a summary only and does not address all of the attributes and characteristics of the Debentures and the Amended Debentures.

	Amended Debentures	2025 Debentures	2026 Debentures
Securities:	US\$27,300,000 principal amount of unsecured subordinated debentures.	US\$24,850,000 principal amount of convertible unsecured subordinated debentures outstanding as of the date hereof.	US\$43,415,000 principal amount of convertible unsecured subordinated debentures outstanding as of the date hereof.
Maturity Date:	3 rd anniversary of issuance date.	January 31, 2025.	September 30, 2026.
Interest Rate:	9.75% per annum, payable in cash, semi-annually, in arrears. The first interest payment will include interest from and including the issuance date of the Amended Debentures to but excluding June 30, 2025.	7.00% per annum, payable in cash, semi-annually, in arrears.	8.75% per annum, payable in cash, semi-annually, in arrears.
Ranking:	Direct unsecured, subordinated obligations of the Corporation.	Direct unsecured, subordinated obligations of the Corporation.	Direct unsecured, subordinated obligations of the Corporation.
Payment on Maturity or on Redemption with Common Shares:	Not applicable.	The Corporation may, at its option, repay the principal amount of the Debentures, in whole or in part, due on redemption or maturity through the issuance of that number of freely tradeable Common Shares obtained by dividing the principal amount of the outstanding Debentures to be redeemed or that have matured by 95% of the Current Market Price (as defined in the 2025 Debenture) on the date fixed	The Corporation may, at its option, repay the principal amount of the Debentures, in whole or in part, due on redemption or maturity through the issuance of that number of freely tradeable Common Shares obtained by dividing the principal amount of the outstanding Debentures to be redeemed or that have matured by 95% of the Current Market Price (as defined in the 2026 Debenture) on the date fixed

	Amended Debentures	2025 Debentures	2026 Debentures
		for redemption or the maturity date, as applicable.	for redemption or the maturity date, as applicable.
Conversion Price:	Not convertible.	US\$5.00 per Common Share (representing a conversion rate of 200 Common Shares per US\$1,000 principal amount of 2025 Debentures).	US\$1.10 per Common Share (representing a conversion rate of 909.0909 Common Shares per US\$1,000 principal amount of 2026 Debentures).
Redemption:	The Debentures are redeemable in whole or in part at the option of the Corporation, on not more than 60 days' prior notice, at a price equal to (i) if on or prior to the one-year anniversary of the issuance of the Debentures, 102% of the principal amount thereof plus accrued and unpaid interest to, but excluding, the date of the redemption (provided, however, that the Corporation may redeem up to 25% of the principal amount during this period at 100% of the principal amount thereof plus accrued and unpaid interest to, but excluding, the date of the redemption), and (ii) if after the one-year anniversary of the issuance date of the Amended Debentures, the principal amount thereof plus accrued and unpaid interest to, but excluding, the date of the redemption.	On or after January 31, 2024, the Debentures are redeemable in whole or in part at the option of the Corporation, on not more than 60 days' prior notice, at a price equal to the principal amount thereof plus accrued and unpaid interest to, but excluding, the date of the redemption.	On or after September 30, 2022, the Debentures are redeemable in whole or in part at the option of the Corporation, on not more than 60 days' prior notice, at a price equal to the principal amount thereof plus accrued and unpaid interest to, but excluding, the date of the redemption.

The Debenture Amendments are subject to certain conditions, including approval of the Toronto Stock Exchange ("TSX") and, in the case of the 2026 Debentures, the approval of the 2025 Debenture Amendments by the 2025 Debentureholders and, in the case of the 2025 Debentures, the approval of the 2026 Debenture Amendments by the 2026 Debentureholders. The Debenture Amendments and the issuance of Common Shares pursuant to the Debenture Exchange have been conditionally approved by the TSX, subject to the fulfilment of standard requirements of the TSX. The Debenture Exchange is subject to certain conditions, including the substantially contemporaneous closing of the Preferred Share Exchange (as defined below). The Corporation has applied to list the Amended Debentures on the TSX under a new trading symbol. Such listing will be subject to the Corporation fulfilling all of the listing requirements of the TSX.

Preferred Share Exchange

In connection with the Debenture Amendments and the Debenture Exchange, certain funds (the "**Exchanging Magnetar Funds**") managed by Magnetar Financial LLC ("**Magnetar**"), have entered into an exchange agreement with the Corporation (as amended from time to time, the "**Exchange Agreement**") pursuant to which such Exchanging Magnetar Funds have agreed to exchange their class A convertible preferred shares ("**Preferred Shares**") for

716,875,000 Common Shares (as may be equitably adjusted in accordance with the Exchange Agreement) (the “**Preferred Share Exchange**”), having a value of US\$114,700,000 based on a price per Common Share of US\$0.16. The value of the Common Shares to be issued to the Exchanging Magnetar Funds pursuant to the Preferred Share Exchange represents a discount to the current liquidation value of the Preferred Shares, which was US\$133,556,055 as of September 30, 2024. The Preferred Shares held by the Exchanging Magnetar Funds represent all of the issued and outstanding Preferred Shares in the capital of the Corporation. Based on the number of Common Shares and Preferred Shares outstanding as of the date hereof, following the Debenture Exchange and the Preferred Share Exchange, Magnetar, the Exchanging Magnetar Funds and certain other funds managed by Magnetar (together with the Exchanging Magnetar Funds, the “**Magnetar Funds**”) will own and exercise control over approximately 80% of the Common Shares, and there will be no Preferred Shares outstanding. The Preferred Share Exchange will be subject to certain conditions, including the substantially contemporaneous closing of the Debenture Exchange, approval of the TSX and approval of the holders of Common Shares, as required under the rules of the TSX. The Preferred Share Exchange has been conditionally approved by the TSX, subject to the fulfilment of standard requirements of the TSX.

Pursuant to the Exchange Agreement, the Corporation, Magnetar and the Magnetar Funds will enter into an investor rights agreement (the “**IRA**”), providing for, among other things, the following rights of Magnetar and the Magnetar Funds: (i) board nomination rights in respect of a certain number of directors of the Corporation (based on the size of the Corporation’s board and the securityholder percentage of Magnetar and the Magnetar Funds at the relevant times), (ii) customary pre-emptive rights with respect to equity securities of the Corporation, and (iii) approval and consent rights in respect of certain actions of the Corporation. The IRA will also provide for certain standstill restrictions on Magnetar and the Magnetar Funds until March 31, 2025. The Corporation, Magnetar and the Magnetar Funds will also enter into an amended and restated registration rights agreement (the “**A&R RRA**”), amending and restating the existing registration rights agreement dated December 22, 2017 entered into among the Corporation and certain of the Magnetar Funds, which will provide for customary demand and piggyback registration rights and private placement support for the Magnetar Funds.

Support Agreements

Debentureholders holding approximately 54.5% of the outstanding principal amount of 2025 Debentures and debentureholders holding approximately 44.4% of the outstanding principal amount of 2026 Debentures have signed voting support agreements agreeing to vote the Debentures beneficially owned or controlled by them FOR the Debenture Amendments.

The directors and officers of the Corporation, as well as the Corporation’s largest holder of Common Shares (holding approximately 31% of the issued and outstanding Common Shares) have each signed a voting support agreement to vote the Common Shares beneficially owned or controlled by them FOR the Preferred Share Exchange and the issuance of Common Shares pursuant to the Debenture Exchange at a meeting of the holders of Common Shares called for such purpose to be held on November 26, 2024.

Proxy Information

As a Beneficial Debentureholder (as defined in the Circular), i.e. a non-registered Debentureholder, an intermediary such as a securities dealer, broker, bank, trust company or other nominee holds your Debentures for you, or for someone else on your behalf, and the Debentures are registered in the name of a securities depository or its nominee. In accordance with applicable securities laws, the Corporation distributes copies of its meeting materials to intermediaries for onward distribution to Beneficial Debentureholders. As a Beneficial Debentureholder, you will most likely receive a Voting Instruction Form from Broadridge Investor Communication Solutions, Canada (“**Broadridge**”) on behalf of intermediaries. It is also possible, however, that in some cases you may receive a Form of Proxy directly from the securities dealer, broker, bank, trust company or other nominee holding your Debentures.

If you have received a Voting Instruction Form from Broadridge, please complete and submit your vote by phone, internet or mail in accordance with the instructions provided to you on the form prior to the deadline specified by Broadridge.

To vote in respect of the Debenture Amendments, Debentureholders can do so by using any of the methods outlined below in accordance with the instructions on the accompanying Form of Proxy or Voting Instruction Form:

By Mail:

- Step 1. Mark the “FOR” box in the Form of Proxy or Voting Instruction Form.
- Step 2. Sign and date the Form of Proxy or Voting Instruction Form.
- Step 3. Mail the Form of Proxy or Voting Instruction Form in accordance with the instructions on the Form of Proxy or Voting Instruction Form to arrive as soon as practicable.

Through Financial Broker:

Debentureholders may contact their brokers or send their Form of Proxy or Voting Instruction Form to their broker who can vote on the Debentureholder’s behalf.

Beneficial Debentureholders wishing to vote their Debentures at the Debentureholder Meeting by providing instructions to their broker or other intermediary through which they hold their Debentures should contact their broker or other intermediary in sufficient time prior to the deadline for depositing proxies for the Debentureholder Meeting to permit their broker or other nominee to instruct CDS & Co. (the registration name for CDS Clearing and Depository Services Inc. (“CDS”)), or its duly appointed proxyholders, as to how to vote their Debentures at the Debentureholder Meeting.

By Telephone:

Use the telephone number on the Form of Proxy or Voting Instruction Form. You may require a control number located on the Form of Proxy or Voting Instruction Form to complete your voting. You will not be able to vote during the Debentureholder Meeting via the teleconference call or webcast.

By Internet:

Follow the instructions on the Form of Proxy or Voting Instruction Form. You may require a control number located on the Form of Proxy or Voting Instruction Form to complete your voting. You will not be able to vote during the Debentureholder Meeting via the teleconference call or webcast.

Questions / Additional Information

If you have any questions or require more information with regard to voting your Debentures please contact Investor Relations at ir@invesque.com or 317-643-4017.

INTRODUCTION

Information Contained in this Circular

This Circular is provided in connection with the solicitation of proxies by and on behalf of the management of the Corporation for use at the Debentureholder Meetings and any adjournment or postponement thereof. No person has been authorized to give information or to make any representations in connection with the matters to be considered by the Debentureholders other than those contained in this Circular and, if given or made, any such information or representations should not be relied upon in making a decision as to whether to vote for the Debentureholder Resolution(s) (as defined herein) or be considered to have been authorized by the Corporation.

This Circular does not constitute an offer to buy, or a solicitation of an offer to sell, any securities, or the solicitation of a proxy, by any person in any jurisdiction in which such an offer or solicitation is not authorized or in which the person making such an offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such an offer or solicitation.

Debentureholders should not construe the contents of this Circular as legal, tax or financial advice and should consult with their own professional advisors as to the relevant legal, tax, financial or other matters in connection herewith.

The accompanying Form of Proxy or Voting Instruction Form are for use by Debentureholders in connection with the Debenture Amendments and Debentureholders are encouraged to vote in accordance with the instructions set out therein.

Notice to Debentureholders in the United States

The issuance of Amended Debentures and Common Shares pursuant to the Debenture Exchange in the United States (collectively, the “**3(a)(9) Transactions**”), have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**US Securities Act**”) or any state securities laws, and such 3(a)(9) Transactions will be effected in reliance upon the exemption from the registration requirements of the US Securities Act set forth in Section 3(a)(9) thereof. Section 3(a)(9) of the US Securities Act provides for an exemption from the registration requirements of the US Securities Act for any security exchanged by the issuer with its existing security holders exclusively where no commission or other remuneration is paid or given directly or indirectly for soliciting such exchange.

The securities to be issued in the 3(a)(9) Transactions have not been and will not be registered under the US Securities Act or any state securities laws. Accordingly, such securities may not be offered or sold within the United States or to, or for the account or benefit of, a U.S. Person (as such term is defined in Regulation S under the US Securities Act), except in transactions exempt from the registration requirements of the US Securities Act and applicable state securities laws. Securities that are issued in the United States or to, or for the account or benefit of, a U.S. Person under the 3(a)(9) Transactions will be restricted securities within the meaning of Rule 144(a)(3) of the US Securities Act and such securities will contain a restriction or legend to the effect that such securities have not been registered under the US Securities Act and may only be offered, sold or otherwise transferred pursuant to certain exemptions from the registration requirements of the US Securities Act.

You should be aware that the Debenture Amendments may have tax consequences both in the United States and in Canada. Tax considerations applicable to Debentureholders subject to United States federal taxation have not been included in the Circular, and such Debentureholders should consult their own tax advisors to determine the particular consequences to them of participating in the solicitation being made hereunder. For a summary of the applicable tax considerations under Canadian law, see “Certain Canadian Federal Income Tax Considerations”.

THIS TRANSACTION AND THE SECURITIES TO BE ISSUED IN CONNECTION THEREWITH HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (“SEC”), ANY STATE SECURITIES ADMINISTRATOR, OR ANY SECURITIES REGULATORY AUTHORITY IN CANADA, NOR HAS THE SEC, ANY STATE SECURITIES ADMINISTRATOR, OR ANY SECURITIES REGULATORY AUTHORITY IN CANADA PASSED UPON

THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS AN OFFENCE.

Cautionary Statement Regarding Forward-Looking Statements

Certain statements included herein (and in the accompanying Letter to Shareholders and Notice of Special Meeting) constitute “forward-looking information” and/or “forward-looking statements” under applicable securities laws (collectively, “**forward-looking statements**”). All statements included in this Circular that address future events, conditions or results of operations, including in respect of the Debenture Amendments, the Debenture Exchange and the Preferred Share Exchange (collectively, the “**Proposed Transactions**”), are forward-looking statements. These forward-looking statements can be identified by the use of forward-looking words such as “may”, “should”, “will”, “could”, “expect”, “intend”, “plan”, “estimate”, “anticipate”, “believe”, “future” or “continue” or the negative forms thereof or similar variations. Forward-looking statements in this Circular include, but are not limited to, the expected effective date of the Proposed Transactions; and the expected benefits of the Proposed Transactions to the Corporation and its stakeholders. These forward-looking statements are based on certain assumptions and analyses made by management in light of their experiences and their perception of historical trends, current conditions and expected future developments, as well as other factors they believe are appropriate in the circumstances. Debentureholders are cautioned not to put undue reliance on such forward-looking statements, which are not a guarantee of performance and are subject to a number of risks and uncertainties, including, but not limited to that the Proposed Transactions may not be successfully completed for any reason, including the failure to satisfy or waive the conditions required to complete these transactions and the risk that, if not completed, the Corporation will not be able to pay the interest and/or repay the principal amount outstanding under the Debentures when due, and that the Corporation or its stakeholders will not realize the anticipated benefits of the Proposed Transactions. See “Risk Factors” for further information. Many of such risks and uncertainties are outside the control of the Corporation and could cause actual results to differ materially from those expressed or implied by such forward-looking statements. In making such forward-looking statements, management has relied upon a number of material factors and assumptions, including with respect to general economic and financial conditions, interest rates, equity and debt markets, business competition, changes in government regulations or in tax laws, acts and omissions of third parties, and the ability of the Corporation to obtain approval for the Proposed Transactions (including final approval from the TSX). Such forward-looking statements should, therefore, be construed in light of such factors and assumptions. All forward-looking statements are expressly qualified in their entirety by the cautionary statements set forth above. The Corporation is under no obligation, and expressly disclaims any intention or obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as expressly required by applicable law.

Currency and Date of Information

In this Circular, unless otherwise specified, all dollar amounts are expressed in United States dollars. Information contained in this Circular is given as of October 28, 2024, unless otherwise specifically stated.

Corporation Documents Incorporated by Reference

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

- (i) the annual information form of the Corporation dated March 15, 2024 for the year ended December 31, 2023 (the “**2023 AIF**”);
- (ii) the audited consolidated financial statements of the Corporation for the year ended December 31, 2023, together with the notes thereto and the auditors’ report thereon;
- (iii) the management’s discussion and analysis of results of operations and financial condition of the Corporation for the year ended December 31, 2023;
- (iv) the unaudited condensed consolidated interim statements of financial position of the Corporation for the three and six months ended June 30, 2024, together with the notes thereto;

- (v) the management's discussion and analysis of results of operations and financial condition of the Corporation for the three and six months ended June 30, 2024;
- (vi) the notice of annual meeting of shareholders and management information circular of the Corporation dated May 22, 2024;
- (vii) the news releases of the Corporation dated September 17, 2024 and October 17, 2024 regarding the Proposed Transactions; and
- (viii) the material change report of the Corporation dated September 26, 2024 regarding the Proposed Transactions.

Any document of the type required by National Instrument 44-101 – *Short Form Prospectus Distributions* to be incorporated by reference into a short form prospectus, including any of the Corporation's annual information forms, material change reports (except confidential material change reports), interim financial statements, annual financial statements and the independent auditor's report thereon, management's discussion and analysis and information circulars, filed by the Corporation with securities commissions or similar authorities in Canada after the date of this Circular and before the Debentureholder Meetings, will be deemed to be incorporated by reference in this Circular.

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

The documents incorporated or deemed to be incorporated herein by reference contain meaningful and material information relating to the Corporation and readers should review all information contained in this Circular and the documents incorporated or deemed to be incorporated by reference herein.

Copies of the documents incorporated by reference in this Circular may be obtained on request without charge from the Corporation at 8701 E. 116th Street, Suite 260, Fishers, Indiana 46038 (telephone: 317-643-4017), and are also available electronically on SEDAR+ at www.sedarplus.ca.

THE DEBENTURE AMENDMENTS

General

2025 Debentureholders are being asked to consider and, if deemed appropriate, to adopt, with or without amendment, an extraordinary resolution (the “**2025 Debentureholder Resolution**”) approving certain amendments to the 2025 Indenture, which, if approved by the 2025 Debentureholders, will amend the 2025 Indenture as follows:

- (i) ADD a covenant that the outstanding principal amount of the 2025 Debentures, plus interest accrued and unpaid thereon, will be exchanged on a date specified by the Corporation, which date shall be on or before January 31, 2025, for a pro rata interest of:
 - (1) Amended Debentures that will have an aggregate principal amount of US\$9,938,000, being US\$399.919517 principal amount of Amended Debentures per each US\$1,000 of outstanding principal amount of 2025 Debentures; and
 - (2) 52,306,874 Common Shares (as may be equitably adjusted in accordance with the terms of the 2025 Indenture) having an aggregate value equal to US\$8,369,100

based on a price per Common Share of US\$0.16, being 2,104.904386 Common Shares per each US\$1,000 of outstanding principal amount of 2025 Debentures; and

- (ii) AMEND the definition of “Change of Control” to provide that the Preferred Share Exchange shall not constitute a “Change of Control”.

2026 Debentureholders are being asked to consider and, if deemed appropriate, to adopt, with or without amendment, an extraordinary resolution (the “**2026 Debentureholder Resolution**”) approving certain amendments to the 2026 Indenture, which, if approved by the 2026 Debentureholders, will amend the 2026 Indenture as follows:

- (i) ADD a covenant that the outstanding principal amount of the 2026 Debentures, plus interest accrued and unpaid thereon, will be exchanged on a date specified by the Corporation, which date shall be on or before January 31, 2025, for a pro rata interest of:
 - (1) Amended Debentures that will have an aggregate principal amount of US\$17,362,000, being US\$399.907866 principal amount of Amended Debentures per each US\$1,000 of outstanding principal amount of 2026 Debentures; and
 - (2) 88,210,068 Common Shares (as may be equitably adjusted in accordance with the terms of the 2026 Indenture) having an aggregate value equal to US\$14,113,611 based on a price per Common Share of US\$0.16, being 2,031.787815 Common Shares per each US\$1,000 of outstanding principal amount of 2026 Debentures; and
- (ii) AMEND the definition of “Change of Control” to provide that the Preferred Share Exchange shall not constitute a “Change of Control”.

The Amended Debentures will be substantially similar to the Debentures, except that they will not be convertible for Common Shares and will have the following terms:

- Interest Rate: 9.75% per annum, payable semi-annually on June 30 and December 31, commencing on June 30, 2025. The first interest payment will include interest from and including the issuance date of the Amended Debentures to but excluding June 30, 2025.
- Redemption: The Corporation will have the right, at its option, to redeem the Amended Debentures, in whole at any time or in part from time to time, on not more than 60 days’ and not less than 30 days’ prior notice, at a redemption price equal to: if the redemption occurs on or prior to the one-year anniversary of the issuance date of the Amended Debentures (the “**First Anniversary**”), 102% of the principal amount of the Amended Debentures to be redeemed, plus accrued and unpaid interest thereon, if any, up to but excluding the redemption date; provided, however, that the Corporation may redeem up to 25% of the principal amount of the Amended Debentures during this period at a redemption price equal to 100% of the principal amount of the Amended Debentures to be redeemed, plus accrued and unpaid interest thereon, if any, up to but excluding the redemption date; and if the redemption occurs after the First Anniversary and on or prior to Maturity Date (as defined below), the principal amount of the Amended Debentures to be redeemed, plus accrued and unpaid interest thereon, if any, up to but excluding the redemption date.
- Maturity Date: Third anniversary of the issuance date of the Amended Debentures.
- Default: In addition to the events of default set forth in the Debentures, the Corporation will be in default under the Amended Debentures if the Corporation is in default under a loan that is recourse to the Corporation and has an aggregate principal amount that is greater than US\$50,000,000.

- Indenture: The Amended Debentures will be issued pursuant to a new indenture, substantially similar to the existing indentures for the Debentures, provided that certain sections, including Section 7.11 [*Clear Market*] (in respect of the 2026 Debentures only) and certain provisions of Article 11 [*Successors*], will be removed and Section 13.11 will provide that the Maturity Date and interest rate of the Amended Debentures cannot be amended without the unanimous approval of the holders of Amended Debentures. The form of such indenture is attached to this Circular as **Appendix E**.

Other than the foregoing amendments, the Indentures and the Debentures will remain unchanged. The full text of the 2025 Debentureholder Resolution is attached to this Circular as **Appendix A** and the full text of the 2026 Debentureholder Resolution is attached to this Circular as **Appendix B**.

If the Debenture Amendments are approved by the Debentureholders, (i) Debentureholders will receive no additional interest payments under the 2025 Debentures or 2026 Debentures and the next interest payment to be received by Debentureholders (in respect of the Amended Debentures) will be on June 30, 2025, and (ii) the effective date of the Debenture Amendments will be on the date that the Corporation enters into a supplemental trust indenture for each of the Indentures with the Debenture Trustee, embodying the Debenture Amendments and the Debenture Exchange will occur on the same date as the supplemental trust indentures or on such later date on or before January 31, 2025 that the Board determines in its sole discretion.

For the 2025 Debenture Amendments to be adopted, they must be approved by votes FOR the 2025 Debenture Amendments of 2025 Debentureholders holding not less than 66⅔% of the principal amount of the 2025 Debentures present or represented by proxy at the 2025 Debentureholder Meeting and voting on the 2025 Debentureholder Resolution or by 2025 Debentureholders holding not less than 66⅔% of the principal amount of the 2025 Debentures outstanding marking the “FOR” box on the Form of Proxy or Voting Instruction Form and submitting prior to the 2025 Debentureholder Meeting.

For the 2026 Debenture Amendments to be adopted, they must be approved by votes FOR the 2026 Debenture Amendments of 2026 Debentureholders holding not less than 66⅔% of the principal amount of the 2026 Debentures present or represented by proxy at the 2026 Debentureholder Meeting and voting on the 2026 Debentureholder Resolution or by 2026 Debentureholders holding not less than 66⅔% of the principal amount of the 2026 Debentures outstanding marking the “FOR” box on the Form of Proxy or Voting Instruction Form and submitting prior to the 2026 Debentureholder Meeting.

The Debenture Amendments and the Debenture Exchange will be subject to: (i) the approval of both the 2025 Debentureholder Resolution and the 2026 Debentureholder Resolution, (ii) the closing conditions of the Preferred Share Exchange pursuant to the Exchange Agreement having been satisfied, and (iii) the approval of the Debenture Amendments, and/or the Preferred Share Exchange by the TSX (including conditional listing approval of the TSX in respect of the issuance of the Common Shares (the “**Share Issuance**”, subject only to customary listing conditions) further to the Preferred Share Exchange and the Debenture Exchange), (iv) the approval from the holders of the Common Shares of the Preferred Share Exchange and the Share Issuance, and (v) the completion of any material filings under applicable law and material regulatory and any material third party consents or approvals that are required in connection with the Proposed Transaction having been obtained.

Debentureholders may (i) vote in respect of the Debenture Amendments by using any of the methods set out on the accompanying Form of Proxy or Voting Instruction Form in accordance with the instructions set out therein, or (ii) vote in person at the Debentureholder Meeting(s) – see the instructions set out under “General Proxy and Debentureholder Meeting Matters”. The 2025 Debentureholder Meeting is scheduled to be held at the offices of the Corporation at 8701 E. 116th Street, Suite 260, Fishers, Indiana 46038 on November 26, 2024 at 10:00 a.m. (Eastern Time). The 2026 Debentureholder Meeting is scheduled to be held at the offices of the Corporation at 8701 E. 116th Street, Suite 260, Fishers, Indiana 46038 on November 26, 2024 at 10:30 a.m. (Eastern Time).

The 2025 Debentureholder Resolution, if passed in accordance with the provisions of the 2025 Indenture, will be binding upon all 2025 Debentureholders. The quorum for the 2025 Debentureholder Meeting shall consist of 2025 Debentureholders present in person or by proxy representing at least 25% of the principal amount of the 2025 Debentures outstanding on the date of the 2025 Debentureholder Meeting. If a quorum is not present in person or by proxy within 30 minutes after the time appointed for the 2025 Debentureholder Meeting, the 2025 Debentureholder

Meeting shall be adjourned to the same day in the next week (unless such day is not a business day in which case it will be adjourned to the next following business day thereafter) at the same time and place and no notice will be required to be given in respect of such adjourned meeting. At the adjourned meeting, the 2025 Debentureholders present in person or represented by proxy shall constitute a quorum, even if they hold less than 25% of the outstanding principal amount.

The 2026 Debentureholder Resolution, if passed in accordance with the provisions of the 2026 Indenture, will be binding upon all 2026 Debentureholders. The quorum for the 2026 Debentureholder Meeting shall consist of 2026 Debentureholders present in person or by proxy representing at least 25% of the principal amount of the 2026 Debentures outstanding on the date of the 2026 Debentureholder Meeting. If a quorum is not present in person or by proxy within 30 minutes after the time appointed for the 2026 Debentureholder Meeting, the 2026 Debentureholder Meeting shall be adjourned to the same day in the next week (unless such day is not a business day in which case it will be adjourned to the next following business day thereafter) at the same time and place and no notice will be required to be given in respect of such adjourned meeting. At the adjourned meeting, the 2026 Debentureholders present in person or represented by proxy shall constitute a quorum, even if they hold less than 25% of the outstanding principal amount.

IF THE ACCOMPANYING FORM OF PROXY AND/OR VOTING INSTRUCTION FORM IS EXECUTED IN WRITING BY DEBENTUREHOLDERS HOLDING NOT LESS THAN 66⅔% OF THE PRINCIPAL AMOUNT OF THE 2025 DEBENTURES AND/OR 2026 DEBENTURES OUTSTANDING WHO MARK THE “FOR” BOX PRIOR TO THE 2025 DEBENTUREHOLDER MEETING OR THE 2026 DEBENTUREHOLDER MEETING, RESPECTIVELY, THE DEBENTURE AMENDMENTS IN RESPECT OF THE 2025 DEBENTURES AND/OR THE 2026 DEBENTURES, AS APPLICABLE, WILL BE APPROVED AND THE CORPORATION WILL CANCEL THE APPLICABLE DEBENTUREHOLDER MEETING.

If the Debenture Amendments are approved and the Debentureholder Resolutions are passed by the applicable Debentureholders, the Corporation and the Debenture Trustee will enter into the second supplemental indenture with respect to the 2025 Debentures (the “**2025 Supplemental Indenture**”) and the third supplemental indenture with respect to the 2026 Debentures (the “**2026 Supplemental Indenture**”) and together with the 2025 Supplemental Indenture, the “**Supplemental Indentures**”) to implement the Debenture Amendments and the effective date of the Debenture Amendments will be the effective date specified in the Supplemental Indentures. The full text of the draft 2025 Supplemental Indenture is attached to this Circular as **Appendix C**. The full text of the draft 2026 Supplemental Indenture is attached to this Circular as **Appendix D**. The full text of the draft indenture for the Amended Debentures is attached to this Circular as **Appendix E**.

Listing

The 2025 Debentures trade on the TSX under the symbol “IVQ.DB.U”. The 2026 Debentures trade on the TSX under the symbol “IVQ.DB.V”. The Debenture Amendments and the issuance of Common Shares pursuant to the Debenture Exchange have been conditionally approved by the TSX, subject to the fulfilment of standard requirements of the TSX. The Corporation has applied to list the Amended Debentures, on the TSX under a new trading symbol. Such listing will be subject to the Corporation fulfilling all of the listing requirements of the TSX.

Preferred Share Exchange

In connection with the Debenture Exchange, the Exchanging Magnetar Funds managed by Magnetar, have entered into the Exchange Agreement pursuant to which such Exchanging Magnetar Funds have agreed to exchange their Preferred Shares for 716,875,000 Common Shares (as may be equitably adjusted in accordance with the Exchange Agreement), having a value of US\$114,700,000 based on a price per Common Share of US\$0.16. The value of the Common Shares to be issued to the Exchanging Magnetar Funds pursuant to the Preferred Share Exchange represents a discount to the current liquidation value of the Preferred Shares. The Preferred Shares held by the Exchanging Magnetar Funds represent all of the issued and outstanding Preferred Shares in the capital of the Corporation. Based on the number of Common Shares and Preferred Shares outstanding as of the date hereof, following the Debenture Exchange and the Preferred Share Exchange, Magnetar and the Magnetar Funds will own and exercise control over approximately 80% of the Common Shares, and there will be no Preferred Shares outstanding. The Preferred Share Exchange will be subject to certain conditions, including the substantially contemporaneous closing of the Debenture

Exchange, approval of the TSX and approval of the holders of Common Shares at a meeting of the holders of Common Shares called for such purpose, as required under the rules of the TSX. The Board has unanimously recommended that each of the holders of Common Shares vote FOR the Preferred Share Exchange and the issuance of Common Shares pursuant to the Debenture Exchange. The Preferred Share Exchange has been conditionally approved by the TSX, subject to the fulfilment of standard requirements of the TSX.

Pursuant to the Exchange Agreement, the Corporation, Magnetar and the Magnetar Funds will enter into the IRA, providing for, among other things, the following rights of Magnetar and the Magnetar Funds: (i) board nomination rights in respect of a certain number of directors of the Corporation (based on the size of the Corporation's board and the securityholder percentage of Magnetar and the Magnetar Funds at the relevant times), (ii) customary pre-emptive rights with respect to equity securities of the Corporation, and (iii) approval and consent rights in respect of certain actions of the Corporation. The IRA will also provide for certain standstill restrictions on Magnetar and the Magnetar Funds until March 31, 2025. The Corporation, Magnetar and the Magnetar Funds will also enter into the A&R RRA, which will provide for customary demand and piggyback registration rights and private placement support for the Magnetar Funds. See "Background for Proposed Transactions – Investor Rights Agreement," and "– Amended and Restated Registration Rights Agreement."

BACKGROUND FOR PROPOSED TRANSACTIONS

Background for Proposed Transactions

As previously announced, in July 2023, the Corporation received a reservation of rights from KeyBank Financial ("KeyBank") as it related to a potential default under the Corporation's largest debt facility. A negotiation between the Corporation and the KeyBank syndicate occurred in the subsequent months. Those negotiations resulted in a waiver and subsequent restatement of the credit agreement governing such facility that required the Corporation to aggressively pay down its debt facility and restrict the use of cash. The status of the KeyBank facility, along with the previously disclosed effects of COVID-19 on the Corporation's portfolio and the effects of rising interest costs, prompted the Board to commence a strategic review process. The Corporation engaged a financial advisor (the "Financial Advisor") in the fourth quarter of 2023. With the assistance of management, the Financial Advisor prepared materials and solicited bids for an acquisition of all or a portion of the Corporation. As part of the process, the Financial Advisor contacted over fifteen prospective buyers, including various strategic buyers. Although certain of the prospective buyers conducted preliminary due diligence, the process did not ultimately result in any meaningful negotiations or offers.

Following the termination of the strategic review process, the Corporation began to strategically sell certain assets, primarily skilled nursing facilities, in order to meet its paydown requirements under the amended KeyBank facility as well as to service the ongoing finance costs of other debt instruments, including the Corporation's outstanding Debentures. Over the last nine months, the Corporation has disposed of over US\$95 million in assets and is in the process of negotiating the sale of more than US\$350 million of assets. The net cash proceeds from these dispositions have largely been applied to the repayment of the mortgages associated with the specific assets being sold, with the balance applied to the repayment of the KeyBank facility. As a result of the sales transactions and certain refinancing activities, the KeyBank facility has decreased by over US\$100 million in the last nine months.

The decreasing size of the Corporation's asset base, along with the increased finance costs, has continued to put pressure on the Corporation's operating cashflow. As a result, in May 2024, the Board determined, upon receiving management's input, that a restructuring of the Corporation's Debentures was required to ensure continued compliance with liquidity covenants as well as to enable the Corporation to maintain adequate cash flow.

In June 2024, management had preliminary discussions with a few of the larger Debentureholders about a possible restructuring involving a discount to the current par value of each class of Debentures. The Debentureholders were receptive to these discussions given the fact that the Debentures were trading at heavy discounts to par and the challenges that the Corporation was facing. The conversations continued for several months, over which time the terms of a potential transaction evolved.

During the course of its discussions with the Debentureholders, management also initiated concurrent discussions with Magnetar, in its capacity as manager of the Exchanging Magnetar Funds, namely the holders of all of the outstanding Preferred Shares, the liquidation value of which has been accruing (now having a liquidation value of over US\$133

million) and are in priority to the Common Shares. In particular, the Debentureholders were concerned with receiving Common Shares and moving to a position that ranked behind the Preferred Shares.

Through July and August of 2024, the Corporation continued to negotiate the terms of a potential transaction with the Debentureholders and Magnetar. During this period, the Governance Committee of the Board (the “**Governance Committee**”), which is comprised entirely of independent directors, provided direction to management and was updated by management in respect of material developments relating to such negotiations.

In August 2024, the Corporation’s legal counsel exchanged drafts of an exchange agreement and governance / investor rights term sheet with Magnetar’s counsel and, with the input of the Governance Committee and management, continued to negotiate such agreements in early September 2024.

On September 13, 2024, the Corporation provided a form of voting support agreement to certain Debentureholders. Between September 13 and September 16, 2024, the voting agreements were negotiated and entered into by such Debentureholders.

On September 16, 2024, each of the Governance Committee and the Board met. After due and careful consideration and for the reasons set forth in the section entitled “Reasons for the Proposed Transactions” and “Benefits of the Debenture Amendments” the Governance Committee unanimously determined that the Proposed Transactions, including the Debenture Amendments, are in the best interests of the Corporation and to, among other things, recommend to the Board, (i) that they approve the Proposed Transactions, (ii) that the Board recommend to the holders of Common Shares that they vote in favour of the Preferred Share Exchange and the issuance of Common Shares in connection with the Debenture Exchange, (iii) that the Board recommend to the 2025 Debentureholders that they vote in favour of the 2025 Debenture Amendments and the Debenture Exchange, and (iv) that the Board recommend to the 2026 Debentureholders that they vote in favour of the 2026 Debenture Amendments and the Debenture Exchange. Thereafter, after due and careful consideration and for the reasons set forth in the section entitled “Reasons for the Proposed Transactions” and “Benefits of the Debenture Amendments”, the Board unanimously (i) determined that the Proposed Transactions are in the best interests of the Corporation and its stakeholders, (ii) approved the Proposed Transactions, (iii) determined that the Board recommend to shareholders of the Corporation that they vote in favour of the Preferred Share Exchange and the issuance of Common Shares in connection with the Debenture Exchange, (iv) determined that the Board recommend to the 2025 Debentureholders that they vote in favour of the 2025 Debenture Amendments and the Debenture Exchange, and (v) determined that the Board recommend to the 2026 Debentureholders that they vote in favour of the 2026 Debenture Amendments and the Debenture Exchange.

On September 16, 2024, the Exchange Agreement and all ancillary transaction documents related thereto were executed and the Proposed Transactions were announced by the Corporation.

Subsequent to the announcement of the transaction on September 17, 2024, certain Debentureholders holding more than 10% of the outstanding principal amount of 2025 Debentures engaged with management and discussion ensued with respect to certain aspects of the Proposed Transactions. Management spent substantial time discussing amendments that could allow the Corporation to secure the support of additional Debentureholders and eventually arrived at an alternative set of terms on October 16, 2024. Following review and approval by the Board of the proposed amended terms of the Proposed Transactions, announced the updated terms as set forth in this Circular.

Investor Rights Agreement

Pursuant to the Exchange Agreement, the Corporation will enter into the IRA upon consummation of the Preferred Share Exchange that will govern the relationship between the Corporation and the Magnetar Funds.

Board Composition: Under the Corporation’s articles, the Board will consist of a number of directors as determined from time to time by the directors. Pursuant to the terms of the IRA, the Board will continue to be comprised of five directors, namely the existing directors of the Corporation as at the date hereof. Under the IRA, the size of the Board will not be modified without the consent in writing of the Magnetar Funds for so long as they are entitled to nominate any Board nominees, and provided that the size of the Board may be increased to seven directors at the election of the Magnetar Funds.

Board Nomination and Observer Rights: The IRA will provide that the Magnetar Funds will be entitled to nominate as directors to the Board:

- four directors (if the Board is composed of six or seven directors) or three directors (if the Board is composed of five directors) for so long as the Magnetar Funds continue to beneficially own at least 50% of the outstanding Common Shares (on a non-diluted basis);
- three directors (if the Board is composed of six or seven directors) or two directors (if the Board is composed of five directors) for so long as the Magnetar Funds continue to beneficially own at least 20%, but less than 50%, of the outstanding Common Shares (on a non-diluted basis); and
- one director for so long as the Magnetar Funds continue to beneficially own at least 5%, but less than 20%, of the outstanding Common Shares (on a non-diluted basis).

However, the IRA will provide that the Magnetar Funds shall not, until March 31, 2025, conduct any solicitation of proxies or any other activities in order to vote, advise or influence any person with respect to voting of any securities of the Corporation, or form, join, or participate in any group to attempt to influence the conduct of holders of voting securities of the Corporation.

The IRA will further provide that for so long as the Magnetar Funds beneficially own at least 1/3rd of outstanding Common Shares (on a non-diluted basis), the chair of the Board must be reasonably acceptable to the Magnetar Funds.

The Magnetar Funds shall also have the right under the IRA to designate two observers to the Board upon customary terms and conditions.

Board Committee Appointment Rights: The IRA will provide that for so long as the Magnetar Funds are entitled to nominate any directors to the Board, they will be entitled, but not obligated, to designate at least one member of each of the standing committees of the Board.

Pre-emptive Rights: The IRA will provide that for so long as the Magnetar Funds continue to beneficially own at least 17.5% of the outstanding Common Shares (on a non-diluted basis), the Magnetar Funds will have *pro rata* pre-emptive rights with respect to equity securities of the Corporation (including any securities exercisable, convertible or exchangeable for equity securities of the Corporation), subject to customary exceptions.

Approval and Consultation Rights: The IRA will provide that, for so long as the Magnetar Funds continue to beneficially own at least 50% of the outstanding Common Shares (on a non-diluted basis), the Magnetar Funds will have special shareholder approval rights related to certain matters including, among others, issuances of equity securities of the Corporation, amendments to the Corporation's articles, reorganizations or similar transactions, any change of control transactions, material changes in the scope of the Corporation's business, sales or dispositions of assets and incurrence of new liabilities or indebtedness above certain thresholds, acquisitions of new portfolios of assets, acquisitions or repurchases of outstanding securities of the Corporation, and appointment or removal of any executive officer of the Corporation or the chair of the Board. Further, for so long as the Magnetar Funds continue to beneficially own at least 25% of the outstanding Common Shares (on a non-diluted basis), (i) any declarations and payments of dividend, distribution, or return or reduction of capital of the Corporation will require the prior written approval of the Magnetar Funds and (ii) the Corporation will consult with and give reasonable consideration to the views of the Magnetar Funds prior to implementing any divestitures of assets or effecting any declarations and payments of dividend, distribution, or return or reduction of capital of the Corporation.

Amended and Restated Registration Rights Agreement

In connection with the entering into of the IRA, the Corporation and the Magnetar Funds will also enter into the A&R RRA. The A&R RRA will provide the Magnetar Funds with certain customary demand registration rights for so long as the Magnetar Funds continue to beneficially own at least 17.5% of the outstanding Common Shares (on a non-diluted basis) and certain customary piggyback registration rights for so long as the Magnetar Funds continue to beneficially own at least 10% of the outstanding Common Shares. The A&R RRA will contain customary limitation, indemnity and expense provisions.

The A&R RRA will also provide that for so long as the Magnetar Funds continue to beneficially own at least 17.5% of the outstanding Common Shares (on a non-diluted basis), the Corporation shall use commercially reasonable efforts to assist the Magnetar Funds with respect to the preparation of documentation required to effect any private placement of Common Shares by the Magnetar Funds, and subject to entering into customary confidentiality and/or standstill agreements, allow a prospective buyer of Common Shares in such private placement to conduct reasonable due diligence on the Corporation.

Reasons for the Proposed Transactions

The Proposed Transactions are expected to provide the following benefits to the Corporation, the Debentureholders and the Corporation's other stakeholders:

Reduced Leverage

By significantly lowering the aggregate principal amount of Debentures outstanding, the Proposed Transactions will reduce the Corporation's leverage by over US\$40 million of indebtedness.

Reduce Interest Costs

The Proposed Transactions will result in a reduction in the Corporation's ongoing interest costs by approximately US\$2.8 million per year.

Elimination of Preferred Shares

The Preferred Shares were issued between December 2017 and August 2019 and their liquidation value has been accruing at a weighted average rate of 6.74% and eroding value to the holders of Common Shares. The Preferred Share Exchange will result in an elimination of the outstanding Preferred Shares at a discount to their liquidation value. This will, together with the Debenture Exchange, significantly simplify the Corporation's capital structure.

Common Shares are being issued at a Premium to the Market Price

The Common Shares to be issued to the holders of the Preferred Shares and the Debentureholders as a result of the Proposed Transactions are being issued at a price of US\$0.16, which is a premium to the market price as of October 16, 2024.

Alignment of Stakeholders

The Debentures and Preferred Shares are currently in priority to the Common Shares within the Corporation's capital structure. Through the exchange of Debentures and the exchange of Preferred Shares for Common Shares, the Proposed Transactions will result in the holders of these various securities having aligned interests and removes all priority over Common Shares other than mortgages, unsubordinated debt and the Amended Debentures.

Enabling the Corporation to satisfy Continuing Obligations and continue Strategic Plan

The Proposed Transactions, through the reduction in debt service payments and the Corporation's overall leverage, will enable the Corporation to continue to satisfy its obligations to its stakeholders, including employees, lenders and vendors. In addition, it will allow the Corporation to continue its strategic plan of divesting assets, when appropriate, to maximize value to the various stakeholders.

Benefits of the Debenture Amendments

In addition, the Debenture Amendments and the Debenture Exchange are expected to provide the following benefits to the Debentureholders.

Attractive Interest Rate

In determining the appropriate interest rate on the Amended Debentures, the Corporation carefully considered comments it received from Debentureholders. Based on the current interest rate environment and in light of other reinvestment opportunities available, the Corporation believes that the 9.75% interest will represent an attractive yield.

Extension of the Maturity Date

The extension of the maturity date will afford Debentureholders a longer period of time during which to receive interest at a favourable rate.

Recommendation of the Governance Committee

After due and careful consideration and for the reasons set forth in the section entitled “Reasons for the Proposed Transactions” and “Benefits of the Debenture Amendments” the Governance Committee unanimously determined that the Proposed Transactions are in the best interests of the Corporation and to, among other things, recommend to the Board, (i) that they approve the Proposed Transactions, (ii) that the Board recommend to the holders of Common Shares that they vote in favour of the Preferred Share Exchange and the issuance of Common Shares in connection with the Debenture Exchange, (iii) that the Board recommend to the 2025 Debentureholders that they vote in favour of the 2025 Debenture Amendments and the Debenture Exchange, and (iv) that the Board recommend to the 2026 Debentureholders that they vote in favour of the 2026 Debenture Amendments and the Debenture Exchange.

Recommendation of the Board

Thereafter, after due and careful consideration and for the reasons set forth in the section entitled “Reasons for the Proposed Transactions” and “Benefits of the Debenture Amendments” and the recommendation of the Governance Committee, the Board unanimously (i) determined that the Proposed Transactions are in the best interests of the Corporation and its stakeholders, (ii) approved the Proposed Transaction, (iii) determined that the Board recommend to shareholders of the Corporation that they vote in favour of the Preferred Share Exchange and the issuance of Common Shares in connection with the Debenture Exchange, (iv) determined that the Board recommend to the 2025 Debentureholders that they vote in favour of the 2025 Debenture Amendments and the Debenture Exchange, and (v) determined that the Board recommend to the 2026 Debentureholders that they vote in favour of the 2026 Debenture Amendments and the Debenture Exchange.

The Board has concluded that the Debenture Amendments are in the best interests of the Corporation and the Debentureholders and, as such, has authorized submission of the Debenture Amendments to the Debentureholders for approval. See “Background for Proposed Transactions” and “Benefits of the Debenture Amendments” for further information.

In coming to its conclusion and recommendations, the Board considered, among others, the following factors:

1. the reasons and benefits of the Debenture Amendments as outlined herein; and
2. information concerning the financial condition of the Corporation.

THE BOARD UNANIMOUSLY RECOMMENDS THAT THE DEBENTUREHOLDERS VOTE FOR THE DEBENTURE AMENDMENTS.

Support Agreements

Certain 2025 Debentureholders holding approximately US\$13,553,000 principal amount of 2025 Debentures, representing approximately 54.5% of the outstanding principal amount of 2025 Debentures, and certain 2026 Debentureholders holding approximately US\$19,277,611 principal amount of 2026 Debentures, representing approximately 44.4% of the outstanding principal amount of 2026 Debentures have entered into voting support agreements (the “**Support Agreements**”) agreeing to vote the Debentures beneficially owned or controlled or directed by them FOR the Debenture Amendments. The Support Agreements provide, among other things, that the applicable

Debentureholder will: (i) vote or to cause to be voted its Debentures in favour of the Debenture Amendments; (ii) not transfer its Debentures prior to the Debentureholder Meeting; (iii) not grant any proxy or other right to vote its Debentures or enter into any voting trust or pooling agreement or arrangement in respect of its Debentures or enter into or subject any of its Debentures to any other agreement, arrangement, understanding or commitment, formal or informal, with respect to or relating to the voting or tendering thereof or revoke any proxy granted or required to be granted pursuant to the support agreement, and (iv) if required, provide any additional information required to evidence compliance with applicable prospectus exemptions in connection with the issuance of Common Shares and Amended Debentures. The applicable Debentureholder also agreed that, to the extent the Corporation determines necessary or desirable to implement transactions contemplated by the Debenture Amendments by way of statutory plan of arrangement under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) (an “**Arrangement**”), the covenants in the Support Agreements shall apply with respect to any such Arrangement, *mutatis mutandis*.

Additionally, the directors and officers of the Corporation, as well as the Corporation’s largest holder of Common Shares (holding approximately 31% of the issued and outstanding Common Shares) have each signed a voting support agreement to vote the Common Shares beneficially owned or controlled or directed by them FOR the Preferred Share Exchange and the Share Issuance pursuant to the Debenture Exchange at a meeting of the holders of Common Shares called for such purpose to be held on November 26, 2024.

RISK FACTORS

The following risk factors should be considered by Debentureholders in evaluating whether to approve the Debentureholder Resolutions. These risk factors should be considered in conjunction with the other information contained in or incorporated by reference into this Circular.

Risk Related to the Proposed Transactions

The Proposed Transactions May Not Be Successfully Completed and the Corporation may Incur Significant Costs

The Corporation will not complete the Proposed Transactions unless and until all conditions precedent to each of the Debenture Amendments, the Debenture Exchange and the Preferred Share Exchange are satisfied or waived, as applicable, some of which may not be under the Corporation’s control, including, without limitation, the requisite approvals of the Debentureholders and the holders of the Common Shares and the receipt of required third party approvals. In addition, completion of the Preferred Share Exchange in particular, which is cross conditional on the completion of the Debenture Amendments and the Debenture Exchange, is conditional on, among other things, no material adverse effect in respect of the Corporation having occurred between the date of the Exchange Agreement and the closing of the Preferred Share Exchange. There can be no assurance that all of the conditions precedent in respect of the Proposed Transactions will be satisfied or waived or that the Proposed Transactions will be completed as currently contemplated or at all.

Further, the Corporation expects to incur a number of non-recurring costs associated with the Proposed Transactions. In addition, certain costs related to the Proposed Transactions, such as legal, accounting and certain financial advisor fees, must be paid by the Corporation even if the Proposed Transactions are not completed.

The Proposed Transactions May Not Improve the Financial Condition of the Corporation’s Business

The Proposed Transactions are expected to improve the capital structure and financial position of the Corporation by, among other things, deleveraging its balance sheet and extending the maturity of existing subordinated indebtedness. In addition, the Board and management of the Corporation believe that the Proposed Transactions will provide the necessary financial flexibility and capital resources to manage the business in the current economic environment and enable the Corporation to continue to execute its strategic business plan of portfolio divestitures. However, the foregoing is contingent on many assumptions that may prove to be incorrect, including without limitation the ability of the Corporation to succeed in continuing to implement its strategic business plan and assumptions with respect to the business risk factors listed under the heading “Risks and Uncertainties” in the Corporation’s management’s discussion and analysis of results of operation and financial condition for the three and six months ended June 30, 2024, as well as those listed in the Corporation’s 2023 AIF. Should any of those assumptions not materialize, the

Proposed Transactions may not have the effect of providing the Corporation with such anticipated benefits and the financial position of the Corporation may be materially adversely affected.

The Magnetar Funds will be Significant Shareholders of the Corporation and will Exert Significant Influence over its Business

The Magnetar Funds will own approximately 80% of the outstanding Common Shares upon completion of the Proposed Transactions. Further, as a result of the rights to be granted to the Magnetar Funds in the IRA, the Magnetar Funds will, for the foreseeable future, control the direction of the Corporation's business, and the concentrated ownership of the outstanding Common Shares will prevent holders of Common Shares from influencing significant decisions. Specifically, holders of Common Shares other than the Magnetar Funds will not be able to effect the outcome of any shareholder vote while the Magnetar Funds control a majority of the outstanding Common Shares and the Magnetar Funds will also be able to exert significant influence over the Board through its director nomination rights and shareholder approval rights. The interests of Magnetar in the Corporation's business, operations and financial condition from time to time may not be aligned with, or may conflict with, those of other securityholders of the Corporation, including the other holders of Common Shares. See "Background for Proposed Transactions – Investor Rights Agreement," and "–Amended and Restated Registration Rights Agreement."

Risk Related to the Non-Completion of the Proposed Transactions

The Corporation may be Required to Pursue Other Alternatives

If the Debenture Amendments are not approved by the 2025 Debentureholders at the 2025 Debentureholder Meeting and the 2026 Debentureholders at the 2026 Debentureholder Meeting, or any adjournment or postponement thereof, and the maturities of the Debentures are therefore not extended, the Corporation will consider the alternatives available to it to address the maturities of the Debentures. The options may include arranging for alternate debt or equity financing in order to fund the pay-out in cash of the principal amount together with the accrued and unpaid interest thereon or to pay-out the principal amount through the issuance of Common Shares of the Corporation pursuant to the terms of the Indentures. The Corporation will have limited time to explore these options in advance of the maturities of the Debentures in the event that the Debenture Amendments are not approved by the Debentureholders.

The Non-Implementation of the Recapitalization could create Liquidity Risks

If the Proposed Transactions are not implemented and business operations of the Corporation continue at their current levels, the Corporation may not be able to generate sufficient cash flows to service, repay or refinance its outstanding indebtedness, including unsubordinated indebtedness, mortgages in respect of its portfolios, and the Debentures, when it matures without raising additional capital. In the current market conditions and the Corporation's financial condition, the Corporation can give no assurance that additional capital will be available on favourable terms, or at all. Further, if the Corporation defaults under the terms of certain of its indebtedness, the debtholders thereunder, which may rank senior to the Debentureholders, may accelerate the maturity of their obligations, which could cause cross-defaults or cross-acceleration under the Corporation's obligations. The Corporation's inability to obtain additional capital, if and when needed, could have a material adverse effect on the Corporation, its business, results from operations and financial condition.

The Market Price for the Debentures and the Common Shares may Decline

If the Proposed Transactions are not approved by the Debentureholders and the holders of Common Shares, as applicable, the market price of the Debentures and the Common Shares may decline.

Risk Related to the Common Shares and Amended Debentures

Future Sales of Common Shares

Sales of a significant number of Common Shares or other equity-related securities in the public markets following implementation of the Proposed Transactions, including as a result of the exercise of any registration rights by the Magnetar Funds under the A&R RRA, could depress the market price of the Common Shares. In addition, in order to

finance future operations, including to execute on the Corporation's strategic business plan of portfolio divestitures, the Corporation may need to raise funds through the issuance of Common Shares or the issuance of securities convertible into Common Shares. With any sale or issuance of any equity securities by the Corporation, holders of Common Shares will suffer further dilution of their voting power. The Corporation cannot predict the effect that future sales of the Common Shares or other equity-related securities would have on the market price of the Common Shares.

Failure to Pay Interest and Principal when due on Amended Debentures

The Corporation's ability to meet the interest payments pursuant to the terms of the Amended Debentures will depend on its ability to generate cash in the future, which depends on many factors, including the Corporation's other debt-servicing obligations, working capital, future capital expenditure requirements and ability to execute on its strategic business plan of portfolio divestitures. There is also no guarantee that the Corporation will be able to repay the outstanding principal amount upon maturity of the Amended Debentures. The likelihood that holders of Amended Debentures will receive payments owing to them under the terms of the Amended Debentures will depend on the Corporation's financial health and creditworthiness.

Exchange of Debt for Equity

By exchanging the Debentures, in part, for Common Shares as a result of the Debenture Exchange, Debentureholders will be changing the nature of their investment from debt to equity. Equity carries certain risks that are not applicable to debt. Claims of holders of Common Shares will be subordinated in priority to the claims of creditors in the event of an insolvency, winding up, or other distribution of the assets of the Corporation.

No Active Trading Market for Amended Debentures

There is currently no public market for the Amended Debentures and there can be no assurance that a public market for the Amended Debentures will develop after the consummation of the Proposed Transactions. Although the Corporation expects that the Amended Debentures will be listed on the TSX, the Corporation cannot provide any assurance that an active or any trading market in the Amended Debentures will develop or that Amended Debentures will be able to be sold on the TSX at any time.

Risk related to the Business of the Corporation

See "Risk Factors" in the Corporation's 2023 AIF for a discussion of risks that could materially affect the Corporation, which risk factors are incorporated herein by reference.

CERTAIN INFORMATION CONCERNING THE CORPORATION

Price Range and Trading Volume of the Corporation's Securities

Common Shares

The outstanding Common Shares of the Corporation are listed on the TSX under the Canadian dollar trading symbol "IVQ" and the United States dollar trading symbol "IVQ.U". The following tables set forth the price range and trading volume of the Common Shares as reported by the TSX for the periods indicated.

Canadian Dollars (IVQ)

<u>Period</u>	<u>High (C\$)</u>	<u>Low (C\$)</u>	<u>Volume</u>
2023			
November	0.455	0.26	577,350
December	0.33	0.23	346,250

<u>Period</u>	<u>High (C\$)</u>	<u>Low (C\$)</u>	<u>Volume</u>
2024			
January	0.36	0.28	193,641
February	0.50	0.30	161,897
March	0.49	0.36	234,077
April	0.39	0.245	293,439
May	0.34	0.23	173,414
June	0.26	0.14	385,915
July	0.26	0.15	143,288
August	0.28	0.17	137,435
September	0.23	0.14	363,827
October 1 – October 25	0.17	0.135	225,957

On October 25, 2024, the closing price of the Common Shares on the TSX was C\$0.14.

United States Dollars (IVQ.U)

<u>Period</u>	<u>High (US\$)</u>	<u>Low (US\$)</u>	<u>Volume</u>
2023			
November	0.32	0.185	85,229
December	0.245	0.175	182,300
2024			
January	0.275	0.175	41,129
February	0.36	0.21	37,891
March	0.34	0.245	31,276
April	0.29	0.175	71,274
May	0.23	0.16	25,307
June	0.17	0.11	22,546
July	0.165	0.115	20,951
August	0.205	0.13	31,961
September	0.16	0.10	52,342
October 1 – October 25	0.13	0.095	147,128

On October 18, 2024, the closing price of the Common Shares on the TSX was US\$0.095.

2025 Debentures

The 2025 Debentures are listed and posted for trading on the TSX and trade under the symbol “IVQ.DB.U”. The following table sets forth the price range and trading volume (by principal amount) of the 2025 Debentures as reported by the TSX for the periods indicated.

<u>Period</u>	<u>High (US\$)</u>	<u>Low (US\$)</u>	<u>Volume</u>
2023			
November	50.00	35.00	5,450
December	43.00	28.01	21,450
2024			
January	55.00	37.00	5,220
February	54.50	45.01	3,360
March	50.00	46.00	3,780
April	56.00	41.30	10,310
May	50.00	41.00	15,040
June	47.00	40.00	4,660
July	50.00	40.00	2,720
August	50.00	36.04	2,040
September	65.00	35.50	23,540
October 1 – October 25	60.01	56.50	9,780

On October 25, 2024, the closing price of the 2025 Debentures on the TSX was US\$60.00.

2026 Debentures

The 2026 Debentures are listed and posted for trading on the TSX and trade under the symbol “IVQ.DB.V”. The following table sets forth the price range and trading volume (by principal amount) of the 2026 Debentures as reported by the TSX for the periods indicated.

<u>Period</u>	<u>High (US\$)</u>	<u>Low (US\$)</u>	<u>Volume</u>
2023			
November	44.00	30.00	5,790
December	43.00	30.01	21,324

<u>Period</u>	<u>High (US\$)</u>	<u>Low (US\$)</u>	<u>Volume</u>
2024			
January	48.00	40.00	2,180
February	60.00	48.50	5,360
March	55.00	50.60	4,840
April	54.00	45.00	6,075
May	54.00	43.02	14,514
June	52.00	45.00	7,450
July	51.00	49.97	4,350
August	55.00	45.00	5,250
September	60.00	45.00	17,105
October 1 – October 25	58.50	55.01	6,907

On October 25, 2024, the closing price of the 2026 Debentures on the TSX was US\$58.50.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is, as of the date of this Circular, a general summary of the anticipated material Canadian federal income tax considerations to Debentureholders arising from and relating to the Debenture Amendments and the Debenture Exchange. This summary is applicable to Debentureholders who, at all relevant times, for purposes of the *Income Tax Act* (Canada) and the regulations thereunder (the “**Tax Act**”), (i) are resident or deemed to be resident in Canada, (ii) deal at arm’s length and are not affiliated with the Corporation, (iii) hold Debentures and will hold any Amended Debentures and/or Common Shares acquired on conversion of the Debentures or the Debenture Exchange (collectively, the “**Securities**”) as capital property, and (iv) who acquire the Debentures and, if applicable, the Amended Debentures and/or Common Shares on the conversion, redemption or maturity of the Debentures or the Debenture Exchange as beneficial owners. Generally, the Securities will be considered to be capital property to a holder provided that the holder does not hold the Securities in the course of carrying on a business of trading or dealing in securities and has not acquired them in one or more transactions considered to be an adventure or concern in the nature of trade. Certain holders who might not otherwise be considered to hold their Securities as capital property may, in certain circumstances, be entitled to have their Securities, and all other “Canadian securities” (as defined in the Tax Act) owned by such holders in the year of the election or any subsequent year, treated as capital property by making an irrevocable election under subsection 39(4) of the Tax Act. Such holders should consult their own tax advisors for advice with respect to whether an election under subsection 39(4) of the Tax Act is available or advisable having regard to their particular circumstances.

This summary does not apply to a Debentureholder (i) that is a “financial institution” (as defined in the Tax Act) for the purposes of the “mark-to-market” rules in the Tax Act, (ii) an interest in which would be a “tax shelter investment” (as defined in the Tax Act), (iii) that is a “specified financial institution” (as defined in the Tax Act), (iv) that makes or has made a functional currency reporting election pursuant to section 261 of the Tax Act, or (v) that has entered or will enter into a “derivative forward agreement” (as defined in the Tax Act) with respect to the Securities. Such Debentureholders should consult their own tax advisors.

No ruling from the Canada Revenue Agency (the “**CRA**”) has been requested, or will be obtained, regarding the Canadian federal income tax consequences of the Debenture Amendments or the Debenture Exchange to Debentureholders. This summary is not binding on the CRA, and the CRA is not precluded from taking a position that is different from, and contrary to, the positions taken in this summary. In addition, because the authorities on which

this summary is based are subject to various interpretations, the CRA and the Canadian courts could disagree with one or more of the positions taken in this summary.

This summary is based upon the facts set out in this Circular, the current provisions of the Tax Act in force as of the date hereof, all specific proposals (the “**Proposed Amendments**”) to amend the Tax Act publicly and officially announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof, and counsel’s understanding of the current published administrative practices and assessing policies of the CRA made publicly available in writing prior to the date hereof. This summary assumes the Proposed Amendments will be enacted in the form proposed; however, no assurance can be given that the Proposed Amendments will be enacted in the form proposed, if at all.

This summary is not exhaustive of all possible Canadian federal income tax considerations and, except for the Proposed Amendments, does not otherwise take into account any changes in law or in the administrative policies or assessing practices of the CRA, whether by legislative, governmental or judicial decision or action, nor does it take into account provincial, territorial or foreign tax considerations, which may differ significantly from those discussed herein.

This summary is of a general nature only and is not intended to be, and should not be construed to be, legal or tax advice to any Debentureholder, and no representations with respect to the income tax consequences to any such holder are made. Consequently, Debentureholders should consult their own tax advisors for advice with respect to the tax consequences to them of the Debenture Amendments, the Debenture Exchange and acquiring, holding and disposing of Securities.

This summary does not address the Canadian federal tax considerations applicable to a non-resident of Canada for purposes of the Tax Act or to a partnership that is not a “Canadian partnership” (as defined in the Tax Act) (collectively, “Non-Residents”). Accordingly, Non-Residents should consult their own tax advisors regarding the tax consequences to them of the Debenture Amendments, the Debenture Exchange and acquiring, holding and disposing of Securities. Distributions on Securities or amounts paid in respect thereof and the issuance of Amended Debentures and/or Common Shares on the conversion, redemption or maturity of Debentures or the Debenture Exchange, will be paid or issued net of any applicable withholding tax.

Generally, for purposes of the Tax Act, all amounts relating to the acquisition, holding or disposition of a Security must be expressed in Canadian dollars. Amounts denominated in another currency must be converted into Canadian dollars using the applicable rate of exchange (for purposes of the Tax Act) quoted by the Bank of Canada on the date such amounts arose, or such other rate of exchange as is acceptable to the CRA.

Amendment of Debentures

Although not free from doubt, the Debenture Amendments likely would not result in a disposition of the Debentures by a Debentureholder for Canadian tax purposes. Canadian jurisprudence has held that the amendment of a debt instrument, such as the Debentures, generally will not result in the disposition for Canadian tax purposes, unless the amendment is considered to result in the substitution of a new debt obligation under applicable commercial law or in a change to the fundamental terms of the obligation. The CRA has stated that it is a question of fact whether a new obligation is created. Thus, there can be no assurance that the CRA would not treat the Debenture Amendments as a disposition of the Debentures, or that a Canadian court would agree with the CRA’s position. Each Debentureholder should consult its own tax advisor regarding the proper treatment of the Debenture Amendments for Canadian tax purposes.

In the event that the Debenture Amendments do not cause a disposition of the Debentures, then a Debentureholder will not be considered to have disposed of any property for tax purposes, and will have no adverse Canadian tax consequences as a result of the Debenture Amendments becoming effective.

In the event that the Debenture Amendments do cause a disposition of the Debentures, a Debentureholder will be deemed to have received proceeds of disposition equal to the fair market value of the Debentures owned by the Debentureholder at the time that the Debenture Amendments become effective (the “**Effective Time**”). The Debentureholder will generally realize a capital gain (or a capital loss) on the disposition equal to the amount by which the Debentureholder’s deemed proceeds of disposition (net of any amount required to be included in the holder’s income as interest) exceed (or are exceeded by) the adjusted cost base to the Debentureholder of the Debentures owned

at the Effective Time and any reasonable costs of disposition. Such capital gain (or capital loss) will be subject to the tax treatment described below under the heading “Taxation of Capital Gains and Losses”. The cost of the Debentures to the Debentureholder immediately after the Effective Time will be equal to the fair market value of the Debentures at such time.

Taxation of Debentureholders

Interest on Debentures and/or Amended Debentures

A Debentureholder that is a corporation, partnership, unit trust or any trust of which a corporation or partnership is a beneficiary will be required to include in computing its income for a taxation year any interest on the Debentures and/or Amended Debentures that accrues (or is deemed to accrue) to the holder to the end of the particular taxation year or that has become receivable by or is received by the holder before the end of that taxation year, including on conversion, redemption or repayment at maturity, except to the extent that such interest was included in computing the holder’s income for a preceding taxation year.

Any other Debentureholder, including an individual, will be required to include in computing income for a taxation year all interest on the Debentures and/or Amended Debentures that is received or receivable by the holder in that taxation year (depending upon the method regularly followed by the holder in computing income), including on a conversion, redemption or repayment at maturity, except to the extent that the interest was included in the holder’s income for a preceding taxation year. In addition, if at any time a Debenture or an Amended Debenture should become an “investment contract” (as defined in the Tax Act) in relation to the holder, such holder will be required to include in computing income for a taxation year any interest that accrues (or is deemed to accrue) to the holder on the Debenture or Amended Debenture (as the case may be) up to any “anniversary day” (as defined in the Tax Act) in that year to the extent such interest was not otherwise included in the holder’s income for that year or a preceding year.

Redemption or Repayment of Debentures and Amended Debentures

If the Corporation redeems a Debenture or an Amended Debenture prior to the maturity of the Debentures or Amended Debentures (as the case may be) or repays a Debenture or an Amended Debenture upon maturity and the holder does not exercise any conversion privilege prior to such redemption or repayment, the holder will be considered to dispose of the Debenture or Amended Debenture (as the case may be) at that time for proceeds of disposition equal to the amount received by the holder (other than the amount received as interest) on such redemption or repayment. Upon disposition, any interest paid to a holder, or interest that has accrued on the Debenture or Amended Debenture (as the case may be) to the date of disposition and which would otherwise be payable after that date, must be included in computing the income of the holder, except to the extent that it was included in computing the income of the holder for that or a previous taxation year. A holder will generally realize a capital gain (or capital loss) equal to the amount by which the holder’s proceeds of disposition (net of any amount required to be included in the Debentureholder’s income as interest) exceed (or are exceeded by) the adjusted cost base to the holder of the Debenture or Amended Debenture (as the case may be) and any reasonable costs of disposition. Such capital gain (or capital loss) will be subject to the tax treatment described below under the heading “Taxation of Capital Gains and Losses”.

Any amount paid by the Corporation as a penalty or bonus because of an early repayment of all or part of the principal amount of a Debenture or an Amended Debenture will be deemed to be received by the Debentureholder as interest on the Debenture or Amended Debenture (as the case may be) and will be required to be included in the Debentureholder’s income as described above under the heading “Interest on Debentures and/or Amended Debentures”, to the extent such amount can reasonably be considered to relate to, and does not exceed the value at the time of payment of, interest that would otherwise have been payable on the Debenture or Amended Debenture (as the case may be) for a taxation year of the Corporation ending after the payment of such amount.

Debenture Exchange

A Debentureholder will be considered to have disposed of its Debentures on the effective date of the Debenture Exchange (the “**Exchange Date**”) in consideration for its share of Amended Debentures and Common Shares.

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

accrues (or is deemed to accrue) to the holder to the Exchange Date or that has become receivable by or is received by the holder before the Exchange Date, except to the extent that such interest was included in computing the holder's income for a preceding taxation year. Any other Debentureholder, including an individual, will be required to include in computing income for a taxation year all interest on the Debentures that is received or receivable by the holder in that taxation year (depending upon the method regularly followed by the holder in computing income), except to the extent that the interest was included in the holder's income for a preceding taxation year. Where a Debentureholder is required to include an amount in income on account of interest on the Debentures, the Debentureholder should be entitled to a deduction of an equivalent amount in computing income to the extent that such amount is forgiven and is not paid.

A Debentureholder's Debentures will be exchanged for the Amended Debentures and Common Shares to which the Debentureholder is entitled. In general terms, a Debentureholder will realize a capital gain (or capital loss) equal to the amount by which the Debentureholder's proceeds of disposition exceed (or are exceeded by) the aggregate of the adjusted cost base to the Debentureholder of such Debentures and any reasonable costs of disposition. A Debentureholder's proceeds of disposition of its Debentures upon the Debenture Exchange will be an amount equal to the fair market value at the Exchange Time of the Amended Debentures and Common Shares received by the Debentureholder, less the fair market value of any Amended Debentures and/or Common Shares received in respect of the payment of interest. Generally, a portion of any capital loss realized on the exchange of Debentures may be denied, equal to the loss otherwise determined multiplied by the portion that the fair market value of the Amended Debentures received is of the aggregate of the fair market value of the Amended Debentures and Common Shares received. Debentureholders should consult a tax advisor with respect to any potential loss denial. Such capital gain (or capital loss) will be subject to the tax treatment described below under the heading "Taxation of Capital Gains and Losses".

A Debentureholder will be considered to have acquired the Amended Debentures on the Debenture Exchange at a cost equal to the fair market value of such Amended Debentures at the Exchange Time, plus the amount of any denied loss realized on the disposition of the Debentures as described above. The adjusted cost base to a Debentureholder of Amended Debentures at a particular time will generally be determined by averaging the cost of such Amended Debentures with the adjusted cost base of all other Amended Debentures (if any) held by such Debentureholder as capital property at that time.

A Debentureholder will be considered to have acquired the Common Shares on the Debenture Exchange at a cost equal to the fair market value of such Common Shares at the Exchange Time. The adjusted cost base to a Debentureholder of Common Shares at a particular time will generally be determined by averaging the cost of such Common Shares with the adjusted cost base of all other Common Shares (if any) held by such Debentureholder as capital property at that time.

Other Disposition of Debentures and Amended Debentures

A disposition (or deemed disposition) by a holder of a Debenture or an Amended Debenture (other than on a conversion, redemption or repayment, or on the Debenture Exchange) will generally result in the holder realizing a capital gain (or capital loss) equal to the amount by which the proceeds of disposition (net of any amount required to be included in the holder's income as interest) exceed (or are exceeded by) the aggregate of the adjusted cost base to the Debentureholder of such Debenture or Amended Debenture (as the case may be) and any reasonable costs of disposition. Such capital gain (or capital loss) will be subject to the tax treatment described below under the heading "Taxation of Capital Gains and Losses".

Upon such a disposition or deemed disposition of a Debenture or an Amended Debenture, interest accrued thereon to the date of disposition and not yet due will be included in computing the holder's income as described above under the heading "Interest on Debentures and/or Amended Debentures", except to the extent such amount was otherwise included in the holder's income for that or a preceding taxation year, and will be excluded in computing the holder's proceeds of disposition of the Debentures.

Dividends on Common Shares

Dividends and deemed dividends received on the Common Shares will be included in a Debentureholder's income for purposes of the Tax Act. Dividends received by a Debentureholder that is an individual (other than certain trusts) will

be subject to the gross-up and dividend tax credit rules provided for under the Tax Act. The Corporation may for these purposes designate all or a portion of such dividends as “eligible dividends”, which entitle the recipient to the enhanced dividend tax credit. A Debentureholder that is a corporation will include such dividends received by it in computing its income and will generally be entitled to deduct the amount of such dividends in computing its taxable income. A Debentureholder that is a “private corporation” or a “subject corporation” (as such terms are defined in the Tax Act) is generally liable under Part IV of the Tax Act to pay a refundable tax on dividends received or deemed to be received on the Common Shares to the extent such dividends are deductible in computing the Debentureholder’s taxable income.

In certain circumstances, a taxable dividend received or deemed to be received by a Debentureholder that is a corporation will be taxable as proceeds of disposition or a capital gain, rather than as a dividend. Debentureholders that are corporations are advised to consult with a tax advisor.

Dividends received by a Debentureholder who is an individual (including certain trusts) may result in the Debentureholder being liable for alternative minimum tax under the Tax Act. Debentureholders who are individuals should consult their own tax advisors in this regard.

Disposition of Common Shares

Generally, a Debentureholder will realize a capital gain (or capital loss) on a disposition or deemed disposition of a Common Share equal to the amount by which the proceeds of disposition (net of any amount required to be included in the Debentureholder’s income as interest) exceed (or are exceeded by) the aggregate of the adjusted cost base to the Debentureholder of such Common Share and any reasonable costs of disposition. Such capital gain (or capital loss) will be subject to the tax treatment described below under the heading “Taxation of Capital Gains and Losses”.

Taxation of Capital Gains and Losses

Generally, one-half of any capital gain (a “**taxable capital gain**”) realized by a Debentureholder in a taxation year must be included in the income of the holder for the year. One-half of any capital loss (an “**allowable capital loss**”) realized by a Debentureholder in a taxation year must generally be deducted from taxable capital gains realized by the holder in that year. Allowable capital losses in excess of taxable capital gains realized in a taxation year generally may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized in such years to the extent and under the circumstances described in the Tax Act.

For capital gains realized on or after June 25, 2024, certain Proposed Amendments released on September 22, 2024 (the “**Capital Gains Amendments**”) to implement proposals first announced in the 2024 Federal Budget (Canada), if enacted, would generally increase the capital gains inclusion rate from one-half to two-thirds (i) for corporations and trusts, and (ii) for individuals (other than certain trusts) to the extent that, generally, the aggregate amount of capital gains realized in the year, net of any capital losses realized in the year and any capital losses carried forward or back to the year, exceeds C\$250,000. The Capital Gains Amendments, which are generally proposed to apply for taxation years ending after June 24, 2024, also include transitional rules that effectively adjust a Debentureholder’s capital gains inclusion rate for the 2024 taxation year to generally include only one-half of net capital gains realized (or deemed to be realized) on or before June 24, 2024. The Capital Gains Amendments are complex and their application to a particular Debentureholder will depend on the Debentureholder’s particular circumstances. Debentureholders should consult their own tax advisors with respect to these proposals having regard to their particular circumstances.

A capital gain realized by a holder who is an individual (including certain trusts) may result in the holder being liable for alternative minimum tax under the Tax Act. Debentureholders who are individuals should consult their own tax advisors in this regard.

Additional Refundable Tax

A Debentureholder that is, throughout the relevant taxation year, a “Canadian-controlled private corporation” (as defined in the Tax Act) or that is at any time in its taxation year a “substantive CCPC” (as defined in the Tax Act) may be liable to pay an additional refundable tax on its “aggregate investment income”, which is defined in the Tax

Act to include taxable capital gains and interest income. Debentureholders who may be affected by these rules should consult their own tax advisors in this regard.

Eligibility for Investment

Based on the provisions of the Tax Act in effect as of the date hereof, the Amended Debentures and the Common Shares issuable on the Debenture Exchange would be qualified investments under the Tax Act for a trust governed by a registered retirement savings plan (“RRSP”), a registered retirement income fund (“RRIF”), a registered education savings plan (“RESP”), a deferred profit sharing plan (except, in the case of the Amended Debentures, a deferred profit sharing plan to which the Corporation, or an employer that does not deal at arm’s length with the Corporation, has made a contribution), a registered disability savings plan (“RDSP”), a tax free savings account (“TFSA”), or a first home savings account (“FHSA”) on the Exchange Date provided that, at that time (A) in the case of the Amended Debentures, (i) the Debentures are listed on a designated stock exchange (which currently includes the TSX), (ii) the Common Shares are listed on a designated stock exchange, or (iii) the Corporation is a “public corporation” as defined in the Tax Act, and (B) in the case of the Common Shares, either (i) the Common Shares are listed on a designated stock exchange, or (ii) the Corporation is a “public corporation”.

Notwithstanding the foregoing, if the Amended Debentures or the Common Shares are a “prohibited investment” for the trust governed by the RRSP, RRIF, RESP, RDSP, FHSA, or TFSA, the holder of the TFSA, FHSA or RDSP, the annuitant of the RRSP or RRIF or the subscriber of the RESP, as the case may be, will be subject to a penalty tax as set out in the Tax Act. Amended Debentures or Common Shares will generally be a “prohibited investment” for a RRSP, RRIF, RESP, RDSP, FHSA, or TFSA if the holder of the TFSA, FHSA or RDSP, the annuitant of the RRSP or RRIF or the subscriber of the RESP, as the case may be, does not deal at arm’s length with the Corporation for purposes of the Tax Act or has a “significant interest” (as defined in the Tax Act) in the Corporation. In addition, the Common Shares will generally not be prohibited investments if such Common Shares are “excluded property” (as defined in the Tax Act for purposes of the prohibited investment rules) for a trust governed by an RRSP, RRIF, RESP, RDSP, FHSA, or TFSA. Debentureholders who intend to hold Amended Debentures and/or Common Shares in a RRSP, RRIF, RESP, RDSP, FHSA, or TFSA should consult their own tax advisors regarding their particular circumstances.

GENERAL PROXY AND DEBENTUREHOLDER MEETING MATTERS

Solicitation of Proxies and Voting Instructions

This Circular is furnished in connection with the solicitation of proxies and voting instructions by management of the Corporation to be used at the Debentureholder Meetings. It is expected that the solicitation will be made primarily by mail, but proxies and voting instructions may also be solicited personally or by telephone on behalf of the directors of the Corporation. The Corporation will bear the total cost of the solicitation of proxies and voting instructions and will bear the legal, printing and other costs associated with the preparation of this Circular.

Although the Corporation has not engaged a solicitation agent or a soliciting dealer group in connection with the solicitations of proxies for the Debentureholder Meetings, the Corporation reserves the right to engage a solicitation agent or a soliciting dealer group at any time prior to the Debentureholder Meetings by notifying Debentureholders via news release. The Corporation further reserves the right to terminate, extend or modify the terms of the solicitation of proxies and voting instructions at any time prior to the Debentureholder Meetings by notifying Debentureholders via news release and notifying the Debenture Trustee in writing.

If you have any questions about the information contained in this Circular or need assistance in voting your proxy, please contact Investor Relations at ir@invesque.com or 317-643-4017. The Corporation is not sending the proxy-related materials for the Debentureholder Meetings using notice-and-access delivery procedures.

Appointment and Revocation of Proxies

All of the Debentures are registered under the name of CDS. Accordingly, in order for a beneficial holder of Debentures to vote its Debentures at the Debentureholder Meeting, it must complete and sign the applicable Form of Proxy or Voting Instruction Form provided by its broker or other intermediary and return such Form of Proxy or Voting Instruction Form in accordance with the instruction provided therein well in advance of the Debentureholder

Meeting. Failure to do so will result in your Debentures not being voted at the Debentureholder Meeting. See procedures for voting below.

The persons named in the enclosed Form of Proxy or Voting Instruction Form are directors or officers of the Corporation. **A Debentureholder has the right to appoint some other person, who need not be a Debentureholder, to represent him or her at the Debentureholder Meeting and may do so by crossing out the person(s) named in the proxy and inserting such person's name in the blank space provided in the Form of Proxy or Voting Instruction Form or by completing another proper form of proxy.**

To be valid, proxies must be received by Computershare Trust Company of Canada, Proxy Department, 8th Floor, 100 University Ave., Toronto, Ontario M5J 2Y1 or by facsimile at 416-263-9524 (within the Toronto area) or toll-free at 1-866-732-8683 (outside the Toronto area), no later than 10:00 a.m. (Eastern time) or 10:30 a.m. (Eastern time) on November 22, 2024 in respect of the 2025 Debentureholder Meeting and the 2026 Debentureholder Meeting, respectively and, in each case if such Debentureholder Meeting is adjourned or postponed, no later than 48 hours (excluding Saturdays, Sundays and holidays) prior to the commencement of any adjournment or postponement thereof.

To be valid, Voting Instruction Forms must be received by Broadridge in accordance with the instructions provided on the Voting Instruction Form prior to the deadline specified by Broadridge as indicated on the Voting Instruction Form. The document appointing a proxy must be in writing and completed and signed by a Debentureholder or his or her attorney authorized in writing or, if the Debentureholder is a corporation, under its corporate seal or by an officer or attorney thereof duly authorized. Persons signing as officers, attorneys, executors, administrators, trustees, etc., should so indicate and provide satisfactory evidence of such authority.

A Debentureholder who has given a proxy may revoke the proxy: (a) by completing and signing a proxy bearing a later date and depositing it as noted above; (b) by depositing an instrument in writing executed by the Debentureholder or by his or her attorney authorized in writing; (i) at the registered office of the Corporation at any time up to and including the last business day preceding the day of the applicable Debentureholder Meeting, or any adjournment or postponement thereof; or (ii) with the Chair of the applicable Debentureholder Meeting prior to the commencement of such Debentureholder Meeting on the day of such Debentureholder Meeting or any adjournment or postponement thereof; or (c) in any other manner permitted by law.

Voting of Proxies

The persons named in the accompanying Form of Proxy or Voting Instruction Form will vote Debentures in respect of which they are appointed, on any ballot that may be called for, in accordance with the instructions of the Debentureholder as indicated on the Form of Proxy or Voting Instruction Form and if the Debentureholder specifies a choice with respect to any matter to be acted upon, the Debentures will be voted accordingly. **In the absence of such instructions, such Debentures will be voted FOR the Debenture Amendments.**

The persons appointed under the Form of Proxy or Voting Instruction Form are conferred with discretionary authority with respect to amendments to or variations of matters identified in the Form of Proxy or Voting Instruction Form, the Notice of Meeting of 2025 Debentureholders and the Notice of Meeting of 2026 Debentureholders and with respect to other matters which may properly come before the Debentureholder Meeting or any adjournment or postponement thereof. At the time of the printing of this Circular, the directors of the Corporation knew of no such amendments, variations or other matters.

Information for Beneficial Debentureholders

The Debentures have been issued in the form of global book-entry only certificate registered in the name of CDS. CDS is the sole registered holder of Debentures. Accordingly, substantially all Debentureholders do not hold their Debentures in their own name, but are the beneficial holders (the “**Beneficial Debentureholders**”). Debentures are held by Beneficial Debentureholders through one or more intermediaries, such as a bank, trust company, securities dealer or broker, or trustee or administrator of a self-administered RRSP, RRIF, RESP or similar plan.

Beneficial Debentureholders who have not objected to their intermediary disclosing certain ownership information about themselves to the Corporation are referred to as “**NOBOs**”. Beneficial Debentureholders who have objected to their intermediary disclosing the ownership information about themselves to the Corporation are referred to as

“**OBOs**”. The Corporation will pay for intermediaries to deliver the proxy-related materials and the Form of Proxy and Voting Instruction Form for the Debentureholder Meeting to NOBOs and OBOs.

In Canada, brokers and other intermediaries are required to seek voting instructions from Beneficial Debentureholders in advance of meetings. Every broker or other intermediary has its own mailing procedures and provides its own return instructions, which should be carefully followed by Beneficial Debentureholders in order to ensure that their Debentures are voted at the Debentureholder Meeting. Often, the form of proxy supplied to a Beneficial Debentureholder by its broker is identical to that provided to registered Debentureholders, but its purpose is limited to instructing the registered Debentureholder how to vote on behalf of the Beneficial Debentureholder. Most brokers delegate responsibility for obtaining instructions from clients to Broadridge. Broadridge normally prepares a “Voting Instruction Form” based on the Corporation’s form of proxy which it then distributes to Beneficial Debentureholders. **The Voting Instruction Form must be returned to Broadridge by the Beneficial Debentureholder in order for the Beneficial Debentureholder’s voting instructions to be acted upon.** Broadridge will tabulate all instructions received by it and provide appropriate instructions in respect of the voting of the Debentures. **A Beneficial Debentureholder who receives a Voting Instruction Form cannot use that form to vote Debentures directly at the Debentureholder Meeting. The Voting Instruction Form must be completed in accordance with the instructions and returned to Broadridge well in advance of the Debentureholder Meeting to have the Debentures voted at the Debentureholder Meeting.**

Beneficial Debentureholders who wish to attend the Debentureholder Meeting and vote their Debentures in person, or appoint someone to do so on their behalf, must do so as proxyholder for the registered holder, as all Debentures are registered in the name of CDS. Beneficial Debentureholders who wish to attend the Debentureholder Meeting and vote their Debentures as proxyholder for the registered holder, CDS, or appoint someone on their behalf, should enter their own name, or the name of the person they wish to attend and vote for them, in the blank space on the Voting Instruction Form or Form of Proxy provided to them. Once completed, the Voting Instruction Form or Form of Proxy should be signed and dated, and returned as directed by the instructions provided well in advance of the Debentureholder Meeting.

How to Vote Your Debentures

Your vote is important. Please read the information below so that your Debentures are properly voted.

As a Beneficial Debentureholder (i.e. a non-registered Debentureholder), an intermediary such as a securities dealer, broker, bank, trust company or other nominee holds your Debentures for you, or for someone else on your behalf, and the Debentures are registered in the name of the nominee. In accordance with applicable securities laws, the Corporation distributes copies of its meeting materials to intermediaries for onward distribution to Beneficial Debentureholders. As a Beneficial Debentureholder, you will most likely receive a Voting Instruction Form from Broadridge on behalf of intermediaries. It is also possible, however, that in some cases you may receive a form of proxy directly from the securities dealer, broker, bank, trust company or other nominee holding your Debentures.

Submitting Voting Instructions

You can submit your vote/consent by using one of the following methods in accordance with the instructions on the accompanying Form of Proxy or Voting Instruction Form:

By Mail:

- Step 1. Mark the appropriate box in the Form of Proxy or Voting Instruction Form to vote FOR or vote against on the Debentureholder Resolution.
- Step 2. Sign and date the Form of Proxy or Voting Instruction Form.
- Step 3. Mail the Form of Proxy or Voting Instruction Form in accordance with the instructions on the Form of Proxy or Voting Instruction Form to arrive as soon as practicable.

Through Financial Broker:

Debentureholders may contact their broker or send their Form of Proxy or Voting Instruction Form to their broker who can vote on the Debentureholder's behalf.

By Telephone:

Use the telephone number on the Form of Proxy or Voting Instruction Form. You may require a control number located on the Form of Proxy or Voting Instruction Form to complete your voting. You will not be able to vote during the Debentureholder Meeting via the teleconference call or webcast.

By Internet:

Follow the instructions on the Form of Proxy or Voting Instruction Form. You may require a control number located on the Form of Proxy or Voting Instruction Form to complete your voting. You will not be able to vote during the Debentureholder Meeting via the teleconference call or webcast.

If you have received a Voting Instruction Form from Broadridge, please complete and submit your vote by phone, internet or mail in accordance with the instructions provided to you on the form prior to the deadline specified by Broadridge.

Voting in Person

If you have received a Voting Instruction Form and wish to attend the Debentureholder Meeting in person or have someone else (who need not be a Debentureholder) attend on your behalf, you must complete the blank space on the form of Voting Instruction Form with your name or that of another person, sign and return the Voting Instruction Form in accordance with the instructions on the form in that regard well in advance of the Debentureholder Meeting. Unless prohibited by law, the person you designate to attend the Debentureholder Meeting will have full authority to present matters to the Debentureholder Meeting and vote all matters presented at the Debentureholder Meeting or any adjournment or postponement thereof, even if those matters are not set out in the Voting Instruction Form or this Circular. You, or such other designated person if applicable, may then vote your Debentures in person at the Debentureholder Meeting.

Revoking a Voting Instruction Form or Proxy

If you wish to revoke a Voting Instruction Form or a Form of Proxy as to any matter on which a vote has not already been cast pursuant to its authority and you received your Voting Instruction Form from Broadridge, and voted by phone or internet, you may vote again by phone or internet prior to the deadline specified by Broadridge. If you received your Voting Instruction Form from Broadridge and voted by mail, please contact your account service provider at your intermediary for instructions should you wish to revoke your Voting Instruction Form. In any case, you must comply with any applicable requirements relating to the revocation of votes made by Voting Instruction Form or Form of Proxy.

Quorum and Votes Necessary to Pass the Debentureholder Resolution

Under the Indentures, the quorum necessary for the transaction of business at each Debentureholder Meeting consists of applicable Debentureholders present in person or by proxy and representing not less than 25% in principal amount of the applicable outstanding Debentures. If the applicable Debentureholders holding not less than 25% in principal amount of the applicable outstanding Debentures are not present in person or by proxy within 30 minutes after the time appointed for the applicable Debentureholder Meeting, such Debentureholder Meeting shall be adjourned to the same day in the next week (unless such day is not a business day in which case it will be adjourned to the next following business day thereafter) at the same time and place and no notice will be required to be given in respect of such adjourned meeting. At the adjourned meeting, the applicable Debentureholders present in person or represented by proxy shall constitute a quorum, even if they hold less than 25% of the outstanding principal amount. For the applicable Debentureholder Resolution to be adopted in accordance with the provisions of the applicable Indenture, it must be approved by the votes of the applicable Debentureholders holding not less than 66⅔% of the principal amount

of the applicable Debentures present or represented by proxy at the applicable Debentureholder Meeting and voted on the applicable Debentureholder Resolution.

VOTING SECURITIES

The Board has established the record date for the Debentureholder Meetings as the close of business on October 25, 2024 and only Debentureholders of record at the close of business on the Record Date will be entitled to notice of the applicable Debentureholder Meeting or any adjournment or postponement thereof, and to vote at such Debentureholder Meeting. No Debentureholder becoming a Debentureholder of record after such time will be entitled to vote at the Debentureholder Meetings or any adjournment or postponement thereof.

As at the date hereof, the Corporation has outstanding US\$24,850,000 principal amount of the 2025 Debentures and US\$43,415,000 principal amount of the 2026 Debentures. Each Debentureholder present in person or represented by proxy at the applicable Debentureholder Meeting shall be entitled to one vote in respect of each US\$1,000 principal amount of applicable Debentures held by such Debentureholder on a poll. Any holder of record of Debentures at the close of business on the Record Date is entitled to vote the Debentures registered in his or her name at that date on each matter to be acted upon at the applicable Debentureholder Meeting.

INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

As of the date hereof, none of the directors and officers of the Corporation, together with their associates and affiliates, own any of the outstanding Debentures. No director or executive officer of the Corporation, nor any of their respective associates or affiliates, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise in any matter to be acted upon at the Debentureholder Meetings.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as set forth below or as discussed in the Corporation's 2023 AIF, available on SEDAR+ at www.sedarplus.ca, in the section entitled "Interests of Management and Others in Material Transactions", which section of such annual information form is incorporated by reference herein, to the knowledge of management of the Corporation, no "informed person" (as defined in National Instrument 51-102 – *Continuous Disclosure Obligations*) nor any director nor any associate or affiliate of any "informed person" or director of the Corporation has any material interest, direct or indirect, in any transaction since the commencement of the Corporation's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Corporation or any of its subsidiaries.

As a beneficial owner of more than 10% of the outstanding Common Shares of the Corporation, the Magnetar Funds are "informed persons" for these purposes. As described elsewhere in this Circular, the Exchanging Magnetar Funds entered into the Exchange Agreement and will be party to the Preferred Share Exchange. The address of Magnetar is 1603 Orrington Avenue, Suite 1300, Evanston IL 60201 United States of America. See "Preferred Share Exchange".

OTHER BUSINESS

Management of the Corporation does not currently know of any matters to be brought before the Debentureholder Meeting other than those set forth in the Notice of Meeting of 2025 Debentureholders or the Notice of Meeting of 2026 Debentureholders accompanying this Circular.

POTENTIAL CANCELLATION OF DEBENTUREHOLDER MEETINGS

Written Consent in Lieu of Debentureholder Meetings

IF THE ACCOMPANYING FORM OF PROXY AND/OR VOTING INSTRUCTION FORM IS EXECUTED IN WRITING BY DEBENTUREHOLDERS HOLDING NOT LESS THAN 66% OF THE PRINCIPAL AMOUNT OF THE 2025 DEBENTURES AND/OR 2026 DEBENTURES OUTSTANDING WHO MARK THE "FOR" BOX PRIOR TO THE 2025 DEBENTUREHOLDER MEETING OR THE 2026 DEBENTUREHOLDER MEETING, RESPECTIVELY, THE DEBENTURE AMENDMENTS IN RESPECT OF THE 2025 DEBENTURES AND/OR

THE 2026 DEBENTURES, AS APPLICABLE, WILL BE APPROVED AND THE CORPORATION WILL CANCEL THE APPLICABLE DEBENTUREHOLDER MEETING.

The Indentures provide, among other things, that any action which may be taken and all powers that may be exercised by the 2025 Debentureholders or the 2026 Debentureholders at a meeting of such holders may also be taken and exercised by an instrument in writing signed by the 2025 Debentureholders or 2026 Debentureholders, as applicable, holding not less than 66⅔% of the principal amount of the outstanding 2025 Debentures or 2026 Debentures, as applicable. Accordingly, the Corporation or its representatives may be soliciting signed instruments in writing in the form of the Form of Proxy or the Voting Instruction Form in advance of the Debentureholder Meetings. If signed instruments in writing are obtained from 2025 Debentureholders and/or 2026 Debentureholders holding not less than 66⅔% of the principal amount of the outstanding 2025 Debentures or 2026 Debentures, as applicable, before the applicable Debentureholder Meeting, the Corporation will cancel the applicable Debentureholder Meeting. If the Corporation elects to proceed in this manner, instruments in writing signed by the applicable Debentureholders in accordance with the Indentures shall be binding upon all of the 2025 Debentureholders and/or 2026 Debentureholders, as applicable, whether signatories thereto or not, and each and every 2025 Debentureholder and/or 2026 Debentureholder, as applicable, and the Debenture Trustee, shall be bound to give effect accordingly to the 2025 Debentureholder Resolution and/or 2026 Debentureholder Resolution and instruments in writing.

DEBENTUREHOLDER RIGHTS

Some of your rights as a Debentureholder, including those relating to the Debentureholder Meeting(s), are described generally in this Circular. For more details, reference is made to the full text of the applicable Indenture, a copy of which is posted for public access under the Corporation's SEDAR+ profile at www.sedarplus.ca, or, alternatively can be obtained upon written request to the Corporation at:

Invesque Inc.
8701 E. 116th Street
Suite 260
Fishers, Indiana 46038
Attn: Investor Relations
Tel: 317-643-4017
Email: ir@invesque.com

DEBENTURE TRUSTEE

The Debenture Trustee under the Indentures is Computershare Trust Company of Canada, a trust company licensed to carry on business in all provinces of Canada having an office in the City of Toronto, in the Province of Ontario. The Debenture Trustee may be contacted as follows:

Computershare Trust Company of Canada
100 University Avenue 11th Floor
Toronto, Ontario, M5J 2Y1
Attention: Manager, Corporate Trust
Fax: 416 981-9777
E-mail: corporatetrust.toronto@computershare.com
Please include Invesque Debentureholder Meeting in the Subject line

ADDITIONAL INFORMATION

Additional information relating to the Corporation, including financial information provided in the Corporation's annual audited consolidated financial statements for the year ended December 31, 2023 and in its condensed consolidated interim financial statements for the three and six month periods ended June 30, 2024, in each case together with the related management's discussion and analysis, is available under the Corporation's SEDAR+ profile at www.sedarplus.ca. Alternatively, copies are available upon written request from the Chief Financial Officer of the Corporation at Invesque Inc., 8701 E. 116th Street, Suite 260, Fishers, Indiana 46038 (telephone: 317-643-4017).

DIRECTORS' APPROVAL

The contents of this Circular and its sending to Debentureholders have been approved by the Board of Directors.

DATED October 28, 2024

By order of the Board of Directors,
(Signed) "*Scott White*"
Chairman of the Board

APPENDIX A
2025 DEBENTUREHOLDER RESOLUTION

Capitalized terms used herein, unless otherwise defined herein, have the meanings ascribed thereto in the management information circular of Invesque Inc. (the “**Corporation**”) dated October 28, 2024 (the “**Circular**”).

BE IT RESOLVED as an Extraordinary Resolution (as such term is defined in the 2025 Indenture (as defined herein)) that:

- (a) the amendments to the trust indenture dated December 16, 2016, as amended by a supplemental trust indenture dated November 15, 2021 (collectively, the “**2025 Indenture**”) between the Corporation and Computershare Trust Company of Canada (the “**Debenture Trustee**”) governing the 7.00% convertible unsecured subordinated debentures due January 31, 2025 (the “**2025 Debentures**”) to:
 - (i) ADD a covenant that the outstanding principal amount of the 2025 Debentures, plus interest accrued and unpaid thereon, will be exchanged on a date specified by the Corporation, which date shall be on or before January 31, 2025, for a pro rata interest of:
 - (A) an aggregate principal amount of US\$9,938,000 of new unsecured subordinated debentures (“**Amended Debentures**”), being US\$399.919517 principal amount of Amended Debentures per each US\$1,000 of outstanding principal amount of 2025 Debentures; and
 - (B) 52,306,874 common shares of the Corporation (as may be equitably adjusted in accordance with the terms of the 2025 Indenture), being 2,104.904386 Common Shares per each US\$1,000 of outstanding principal amount of 2025 Debentures; and
 - (ii) AMEND the definition of “Change of Control” to provide that the Preferred Share Exchange (as defined in the Circular) shall not constitute a “Change of Control”;

all as described in the Circular, and to be set forth in a second supplemental trust indenture to be entered into by the Corporation and the Debenture Trustee substantially in the form attached as **Appendix C** to the Circular with such minor amendments as any officer or director of the Corporation may approve (the “**2025 Supplemental Indenture**”), are hereby approved and authorized, provided that the 2026 Debentureholder Resolution is approved by the 2026 Debentureholders;
- (b) the Debenture Trustee is hereby authorized and directed in accordance with Sections 13.11(c) and 16.1 of the 2025 Indenture, to agree to, execute and deliver one or more supplemental indentures to the 2025 Indenture which give effect to the foregoing amendments to the 2025 Indenture and all amendments incidental or ancillary thereto;
- (c) the Debenture Trustee is hereby authorized and directed in accordance with Sections 13.11(c), 13.11(l) and 16.1 of the 2025 Indenture, to agree to, execute and deliver an indenture for the Amended Debentures, substantially in the form attached as Appendix E to the Circular, with such minor amendments as any officer or director of the Corporation may approve, and all documents incidental or ancillary thereto;
- (d) the Debenture Trustee is hereby authorized and directed to execute in accordance with Sections 13.11(e) and 16.1 of the 2025 Indenture and to cause to be executed on behalf of the holders of the 2025 Debentures or to deliver or cause to be delivered all such documents, agreements and instruments and to do or cause to be done all such other acts and things as the Corporation or its advisors shall determine to be necessary or desirable to carry out the intent of this Extraordinary Resolution and the matters authorized hereby, such determination to be conclusively evidenced by

the execution and delivery of any such document, agreement or instrument or the doing of any such act or thing;

- (e) notwithstanding that this Extraordinary Resolution has been passed by the 2025 Debentureholders in accordance with Section 13 of the 2025 Indenture, the Corporation is authorized, without further notice to or approval of the 2025 Debentureholders, to not proceed with the transactions contemplated herein including not entering into the 2025 Supplemental Indenture;
- (f) any director or officer of the Corporation is hereby authorized and directed to execute and deliver all documents and to do all other acts or things as such individual may, in his or her sole discretion, determine to be appropriate from time to time to give effect to the foregoing, including if appropriate, without further notice to the 2025 Debentureholders, revocation of this Extraordinary Resolution at any time prior to the effective date of the 2025 Supplemental Indenture, such determination to be conclusively evidenced by the execution and delivery by such individual of such documents or the doing of such other acts or things; and
- (g) the Debenture Trustee is hereby authorized and directed pursuant to Sections 13.11(e) and 16.1 of the 2025 Indenture to execute and deliver all documents and to do all other acts or things as the Debenture Trustee may be advised by counsel are necessary or appropriate from time to time to give effect to the foregoing, such determination to be conclusively evidenced by the execution and delivery by the Debenture Trustee of such documents or the doing of such other acts or things.

APPENDIX B
2026 DEBENTUREHOLDER RESOLUTION

Capitalized terms used herein, unless otherwise defined herein, have the meanings ascribed thereto in the management information circular of Invesque Inc. (the “**Corporation**”) dated October 28, 2024 (the “**Circular**”).

BE IT RESOLVED as an Extraordinary Resolution (as such term is defined in the 2026 Indenture (as defined herein)) that:

- (a) the amendments to the trust indenture dated August 24, 2018, as amended by a supplemental trust indenture dated May 23, 2023 and a second supplemental trust indenture dated September 26, 2023 (collectively, the “**2026 Indenture**”) between the Corporation and Computershare Trust Company of Canada (the “**Debenture Trustee**”) governing the 8.75% convertible unsecured subordinated debentures due September 30, 2026 (the “**2026 Debentures**”) to:
 - (i) ADD a covenant that the outstanding principal amount of the 2026 Debentures, plus interest accrued and unpaid thereon, will be exchanged on a date specified by the Corporation, which date shall be on or before January 31, 2025, for a pro rata interest of:
 - (A) an aggregate principal amount of US\$17,362,000 of Amended Debentures, being US\$399.907866 principal amount of Amended Debentures per each US\$1,000 of outstanding principal amount of 2026 Debentures; and
 - (B) 88,210,068 common shares of the Corporation (as may be equitably adjusted in accordance with the terms of the 2026 Indenture), being 2,031.787815 Common Shares per each US\$1,000 of outstanding principal amount of 2026 Debentures; and
 - (ii) AMEND the definition of “Change of Control” to provide that the Preferred Share Exchange (as defined in the Circular) shall not constitute a “Change of Control”;
- all as described in the Circular, and to be set forth in a third supplemental trust indenture to be entered into by the Corporation and the Debenture Trustee substantially in the form attached as **Appendix D** to the Circular with such minor amendments as any officer or director of the Corporation may approve (the “**2026 Supplemental Indenture**”), are hereby approved and authorized, provided that the 2025 Debentureholder Resolution is approved by the 2025 Debentureholders;
- (b) the Debenture Trustee is hereby authorized and directed in accordance with Sections 13.11(c) and 16.1 of the 2026 Indenture, to agree to, execute and deliver one or more supplemental indentures to the 2026 Indenture which give effect to the foregoing amendments to the 2026 Indenture and all amendments incidental or ancillary thereto;
 - (c) the Debenture Trustee is hereby authorized and directed in accordance with Sections 13.11(c), 13.11(l) and 16.1 of the 2026 Indenture, to agree to, execute and deliver an indenture for the Amended Debentures, substantially in the form attached as Appendix E to the Circular, with such minor amendments as any officer or director of the Corporation may approve, and all documents incidental or ancillary thereto;
 - (d) the Debenture Trustee is hereby authorized and directed to execute in accordance with Sections 13.11(e) and 16.1 of the 2026 Indenture and to cause to be executed on behalf of the holders of the 2026 Debentures or to deliver or cause to be delivered all such documents, agreements and instruments and to do or cause to be done all such other acts and things as the Corporation or its advisors shall determine to be necessary or desirable to carry out the intent of this Extraordinary Resolution and the matters authorized hereby, such determination to be conclusively evidenced by

the execution and delivery of any such document, agreement or instrument or the doing of any such act or thing;

- (e) notwithstanding that this Extraordinary Resolution has been passed by the 2026 Debentureholders in accordance with Section 13 of the 2026 Indenture, the Corporation is authorized, without further notice to or approval of the 2026 Debentureholders, to not proceed with the transactions contemplated herein including not entering into the 2026 Supplemental Indenture;
- (f) any director or officer of the Corporation is hereby authorized and directed to execute and deliver all documents and to do all other acts or things as such individual may, in his or her sole discretion, determine to be appropriate from time to time to give effect to the foregoing, including if appropriate, without further notice to the 2026 Debentureholders, revocation of this Extraordinary Resolution at any time prior to the effective date of the 2026 Supplemental Indenture, such determination to be conclusively evidenced by the execution and delivery by such individual of such documents or the doing of such other acts or things; and
- (g) the Debenture Trustee is hereby authorized and directed pursuant to Sections 13.11(e) and 16.1 of the 2026 Indenture to execute and deliver all documents and to do all other acts or things as the Debenture Trustee may be advised by counsel are necessary or appropriate from time to time to give effect to the foregoing, such determination to be conclusively evidenced by the execution and delivery by the Debenture Trustee of such documents or the doing of such other acts or things.

APPENDIX C
DRAFT FORM OF 2025 SUPPLEMENTAL INDENTURE

(see attached)

SECOND SUPPLEMENTAL TRUST INDENTURE

Dated [●, 2024]

Between

INVESQUE INC.

as Company

and

COMPUTERSHARE TRUST COMPANY OF CANADA

as trustee

Relating to the

7.00% CONVERTIBLE UNSECURED SUBORDINATED DEBENTURES

Due January 31, 2025

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SECOND SUPPLEMENTAL TRUST INDENTURE

THIS SECOND SUPPLEMENTAL TRUST INDENTURE is dated [●, 2024],

BETWEEN:

Invesque Inc., a corporation existing under the *Business Corporations Act* (British Columbia)
(the “**Company**”)

AND:

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company licensed to carry on business in all provinces of Canada
(the “**Debenture Trustee**”)

RECITALS

WHEREAS the Company and the Debenture Trustee entered into a trust indenture dated as of December 16, 2016 (the “**Original Indenture**”) for the purposes of, among other things, providing for the issuance of 5.00% convertible unsecured subordinated debentures due January 31, 2022 (the “**Debentures**”) and establishing the terms, provisions and conditions of such Debentures;

AND WHEREAS on November 21, 2021, the Debentureholders passed an Extraordinary Resolution approving certain amendments to the Debentures (including an increase of the annual interest rate to 7.00%) and the Company and the Debenture Trustee entered into a supplemental trust indenture dated November 15, 2021 giving effect to such amendments (the “**First Supplemental Indenture**” and, together with the Original Indenture, the “**Indenture**”);

AND WHEREAS the Company called a Meeting of Debentureholders on November 26, 2024 to consider and adopt certain amendments to the Indenture by way of an Extraordinary Resolution;

AND WHEREAS section 13.12 of the Original Indenture states that an Extraordinary Resolution means a resolution proposed to be passed as an Extraordinary Resolution at a meeting of Debentureholders duly convened and held in accordance with the provisions of Article 13 of the Original Indenture at which the holders of not less than 25% of the principal amount of the Debentures then outstanding 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 WHEREAS section 16.1 of the Original Indenture provides that the Debenture Trustee and the Company may enter into indentures supplemental to the Original Indenture to, among other things, give effect to any Extraordinary Resolution passed as provided in Article 13 of the Original Indenture;

AND WHEREAS pursuant to section 13.11(c) of the Original Indenture the holders of the Debentures have, subject to the prior approval of the TSX, the power to approve by Extraordinary Resolution, any modification of or change in or addition to or omission from the provisions contained in the Original Indenture or any Debenture which will be agreed to by the Company and to authorize and direct the Debenture Trustee to concur in and enter into any supplemental trust indenture to provide for such amendments, which supplemental indentures and the Original Indenture will govern the terms of the Debentures;

AND WHEREAS the Company wishes to make these certain further amendments to the Debenture, for which the prior approval of the TSX has been provided and for which the requisite percentage of holders have passed an Extraordinary Resolution in accordance with the provisions of the Indenture and have now authorized and directed the Debenture Trustee to agree to, execute and deliver this Second Supplemental Indenture;

AND WHEREAS all necessary acts and proceedings have been done and taken and all necessary resolutions have been passed, including an Extraordinary Resolution in accordance with the provision of Article 13 of the Original

Indenture to authorize the execution and delivery of this Second Supplemental Indenture, to make the same effective and binding upon the Company, and to amend the Debentures;

AND WHEREAS the foregoing recitals are made as representations and statements of fact by the Company and not by the Debenture Trustee;

NOW THEREFORE THIS THIRD SUPPLEMENTAL INDENTURE WITNESSES and it is hereby covenanted, agreed and declared as follows.

SECTION 1 INTERPRETATION

1.1 Capitalized Terms

All capitalized terms used by not defined herein shall have their meanings set out in the Indenture.

1.2 Conflicts of Meanings

To the extent there are conflicts between the terms used in this Second Supplemental Indenture and the Indenture, the meanings set out in this Second Supplemental Indenture shall prevail.

SECTION 2 AMENDMENTS TO INDENTURE AND DEBENTURES

2.1 Amendments to Indenture and Debentures

The provisions of the Debentures as set forth in the Indenture are amended as follows:

- 1) The following definitions are added to Section 1.1 of the Indenture:

“Amended Debentures” means unsecured subordinated debentures of the Company in the aggregate principal amount of \$27.3 million that will have the terms substantially as described in the form of indenture in Schedule A attached hereto, subject to such minor amendments, modifications or supplements thereto as the Company may approve in writing, provided that no such amendment, modification or supplement is adverse to the financial or economic interests of the holders of Debentures;

“Meeting” means the meeting of holders of Initial Debentures held on November 26, 2024, to consider the amendments contemplated in this Second Supplemental Indenture, including the exchange of the Initial Debentures contemplated in this Second Supplemental Indenture;

“Preferred Share Exchange” means the exchange of all of the Company’s outstanding Class A Series 1 Convertible Preferred Shares, Class A Series 2 Convertible Preferred Shares, Class A Series 3 Convertible Preferred Shares and Class A Series 4 Convertible Preferred Shares for 716,875,000 Common Shares pursuant to an Exchange Agreement dated September 16, 2024, as amended on October 16, 2024, between the Company and certain funds managed by Magnetar Financial LLC, as may be further amended or amended and restated from time to time by the parties thereto to the date hereof;

- 2) The definition of “Change of Control” in Section 1.1 of the Indenture is hereby deleted and replaced with the following:

“Change of Control” means the acquisition by any Person, or group of Persons acting jointly or in concert, other than funds managed by Magnetar Financial LLC or any of its of their respective successors, of voting control or direction over an aggregate of 66 2/3% or more of the then outstanding Common Shares and securities convertible into or carrying the right to acquire Common Shares;

- 3) A new Section 2.4(n) shall be added to the Indenture as follows:

Notwithstanding anything else contained herein, each \$1,000 of the outstanding principal amount of Initial Debentures, together with interest accrued thereon, will be exchanged on a date to be determined by the Company at its sole discretion (provided that (i) on such date all conditions to closing of the Preferred Share Exchange have been satisfied or waived, as applicable, other than those conditions that by their nature can only be satisfied as of the closing date of the Preferred Share Exchange, and (ii) the Company shall give prior written notice to the Debenture Trustee of such date) (the “**Exchange Date**”), which date shall be on or before January 31, 2025, for:

- i. \$399.919517 principal amount of the Amended Debentures (the “**Exchange Amended Debentures**”), provided that no principal amount of Exchange Amended Debentures shall be issued containing a fraction of a cent and each holder of Initial Debentures otherwise entitled to a principal amount of Exchange Amended Debentures containing a fraction of a cent will instead receive a principal amount of Exchange Amended Debentures rounded down to the nearest whole cent; and
- ii. 2,104.904386 Common Shares (the “**Exchange Common Shares**”), provided that no fractional Exchange Common Shares shall be issued and each holder of Initial Debentures otherwise entitled to a fractional interest in an Exchange Common Share will instead receive an aggregate amount of Exchange Common Shares rounded down to the nearest whole number increment.

The Company will on or before 11:00 a.m. (Toronto time) on the Exchange Date, (i) duly execute and deliver the indenture governing the Amended Debentures, substantially in the form of indenture in Schedule A attached hereto, subject to such minor amendments, modifications or supplements thereto as the Company may approve in writing, provided that no such amendment, modification or supplement is adverse to the financial or economic interests of the holders of Debentures, and (ii) deliver to the Debenture Trustee, for delivery to and on account of the holders of the Initial Debentures, upon the due presentation and surrender of the Initial Debentures, the Exchange Amended Debentures and Exchange Common Shares to which such holders are entitled. Every such deposit will be irrevocable. The Debenture Trustee will deliver or cause to be delivered, to the holders of such Initial Debentures upon surrender of such Initial Debentures, the Exchange Amended Debentures and the Exchange Common Shares deposited by the Company. The delivery of such Exchange Amended Debentures and Exchange Common Shares to the Debenture Trustee will satisfy and discharge the liability of the Company for the Initial Debentures and such Initial Debentures will thereafter not be considered as outstanding under this Indenture and no holder of Debentures will have any right in regard thereto other than to receive the Exchange Amended Debentures and Exchange Common Shares to which it is entitled. Immediately upon the delivery of the Exchange Amended Debentures and Exchange Common Shares to the Debenture Trustee, each of the Company and all of its direct and indirect Subsidiaries, the holders of Initial Debentures, and each of their respective current and former directors, officers, employees, advisors, agents and other representatives (each, a “**Released Party**” and collectively, the “**Released Parties**”) shall be deemed to be released from any and all present and future demands, claims, liabilities, indebtedness, obligations, causes of action, debts, accounts, covenants, damages and other recoveries of any other Released Party based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to such delivery by the Company and relating to, arising out of, or in connection with, this Indenture, the Initial Debentures, the Preferred Share Exchange, any of the transactions contemplated thereby and any proceedings commenced with respect to or in connection therewith, provided that nothing in this Section 2.4(n) shall release or discharge any such Released Parties from or in respect of their obligations in respect of the Exchange Amended Debentures, the Exchange Common Shares, or of any of their debt obligations which shall remain outstanding and in effect after such deposit.

2.2 Amendment Effective Date

The amendments to the Debentures as set out in this Second Supplemental Indenture shall take effect as of the date hereof and all Debenture certificates issued under the Indenture shall be deemed to have been amended as of the date

hereof regardless as to whether they have been surrendered to the Trustee in exchange for any new Initial Debenture certificates.

SECTION 3 MISCELLANEOUS

3.1 Indenture

The Indenture, as amended by this Second Supplemental Indenture, continues in force.

3.2 Further Acts

Each of the parties shall promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and things in connection with this Second Supplemental Indenture that the other party may reasonably require for the purposes of giving effect to this Second Supplemental Indenture.

3.3 Binding Effect

This Second Supplemental Indenture shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

3.4 Counterparts

This Second Supplemental Indenture may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties to this Second Supplemental Indenture may execute this Second Supplemental Indenture by signing any such counterpart. This Second Supplemental Indenture shall be effective when each party to this Second Supplemental Indenture has executed a counterpart and has delivered the same to the other. For purposes of this paragraph, a facsimile copy of an executed counterpart of this Second Supplemental Indenture shall be deemed to be an original.

3.5 Governing Law

This Second Supplemental Indenture shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties hereto have executed this Second Supplemental Indenture under the hands of their proper signatories in that behalf.

INVESQUE INC.

Per: _____

I have authority to bind the corporation.

COMPUTERSHARE TRUST COMPANY OF CANADA

Per: _____

I have authority to bind the corporation.

Per: _____

I have authority to bind the corporation.

SCHEDULE A
FORM OF INDENTURE FOR AMENDED DEBENTURES

[please see Appendix E attached to this Circular]

1391-8886-8367

APPENDIX D
DRAFT FORM OF 2026 SUPPLEMENTAL INDENTURE

(see attached)

THIRD SUPPLEMENTAL TRUST INDENTURE

Dated [●, 2024]

Between

INVESQUE INC.

as Company

and

COMPUTERSHARE TRUST COMPANY OF CANADA

as trustee

Relating to the

8.75% CONVERTIBLE UNSECURED SUBORDINATED DEBENTURES

Due September 30, 2026

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- 3.1 Indenture
- 3.2 Further Acts
- 3.3 Binding Effect
- 3.4 Counterparts
- 3.5 Governing Law

THIRD SUPPLEMENTAL TRUST INDENTURE

THIS THIRD SUPPLEMENTAL TRUST INDENTURE is dated [●, 2024],

BETWEEN:

Invesque Inc., a corporation existing under the *Business Corporations Act* (British Columbia)
(the “**Company**”)

AND:

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company licensed to carry on business in all provinces of Canada
(the “**Debenture Trustee**”)

RECITALS

WHEREAS the Company and the Debenture Trustee entered into a trust indenture dated as of August 24, 2018 (the “**Original Indenture**”) for the purposes of, among other things, providing for the issuance of 6.00% convertible unsecured subordinated debentures due September 30, 2023 (the “**Debentures**”) and establishing the terms, provisions and conditions of such Debentures;

AND WHEREAS on May 23, 2023, the Debentureholders passed an Extraordinary Resolution approving certain amendments to the Debentures (including an increase of the annual interest rate to 8.75%) and the Company and the Debenture Trustee entered into a supplemental trust indenture dated May 23, 2023 giving effect to such amendments (the “**First Supplemental Indenture**”);

AND WHEREAS on September 26, 2023, the Debentureholders passed an Extraordinary Resolution approving certain amendments to the Debentures and the Company and the Debenture Trustee entered into a supplemental trust indenture dated September 26, 2023 giving effect to such amendments (the “**Second Supplemental Indenture**” and, together with the Original Indenture and the First Supplemental Indenture, the “**Indenture**”);

AND WHEREAS the Company called a Meeting of Debentureholders on November 26, 2024 to consider and adopt certain amendments to the Indenture by way of an Extraordinary Resolution;

AND WHEREAS section 13.12 of the Original Indenture states that an Extraordinary Resolution means a resolution proposed to be passed as an Extraordinary Resolution at a meeting of Debentureholders duly convened and held in accordance with the provisions of Article 13 of the Original Indenture at which the holders of not less than 25% of the principal amount of the Debentures then outstanding 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 WHEREAS section 16.1 of the Original Indenture provides that the Debenture Trustee and the Company may enter into indentures supplemental to the Original Indenture to, among other things, give effect to any Extraordinary Resolution passed as provided in Article 13 of the Original Indenture;

AND WHEREAS pursuant to section 13.11(c) of the Original Indenture the holders of the Debentures have, subject to the prior approval of the TSX, the power to approve by Extraordinary Resolution, any modification of or change in or addition to or omission from the provisions contained in the Original Indenture or any Debenture which will be agreed to by the Company and to authorize and direct the Debenture Trustee to concur in and enter into any supplemental trust indenture to provide for such amendments, which supplemental indentures and the Original Indenture will govern the terms of the Debentures;

AND WHEREAS the Company wishes to make these certain further amendments to the Debenture, for which the prior approval of the TSX has been provided and for which the requisite percentage of holders have passed an

Extraordinary Resolution in accordance with the provisions of the Indenture and have now authorized and directed the Debenture Trustee to agree to, execute and deliver this Third Supplemental Indenture;

AND WHEREAS all necessary acts and proceedings have been done and taken and all necessary resolutions have been passed, including an Extraordinary Resolution in accordance with the provision of Article 13 of the Original Indenture to authorize the execution and delivery of this Third Supplemental Indenture, to make the same effective and binding upon the Company, and to amend the Debentures;

AND WHEREAS the foregoing recitals are made as representations and statements of fact by the Company and not by the Debenture Trustee;

NOW THEREFORE THIS THIRD SUPPLEMENTAL INDENTURE WITNESSES and it is hereby covenanted, agreed and declared as follows.

SECTION 1 INTERPRETATION

1.1 Capitalized Terms

All capitalized terms used by not defined herein shall have their meanings set out in the Indenture.

1.2 Conflicts of Meanings

To the extent there are conflicts between the terms used in this Third Supplemental Indenture and the Indenture, the meanings set out in this Third Supplemental Indenture shall prevail.

SECTION 2 AMENDMENTS TO INDENTURE AND DEBENTURES

2.1 Amendments to Indenture and Debentures

The provisions of the Debentures as set forth in the Indenture are amended as follows:

- 1) The following definitions are added to Section 1.1 of the Indenture:

“Amended Debentures” means unsecured subordinated debentures of the Company in the aggregate principal amount of \$27.3 million that will have the terms substantially as described in the form of indenture in Schedule A attached hereto, subject to such minor amendments, modifications or supplements thereto as the Company may approve in writing, provided that no such amendment, modification or supplement is adverse to the financial or economic interests of the holders of Debentures;

“Meeting” means the meeting of holders of Initial Debentures held on November 26, 2024, to consider the amendments contemplated in this Third Supplemental Indenture, including the exchange of the Initial Debentures contemplated in this Third Supplemental Indenture;

“Preferred Share Exchange” means the exchange of all of the Company’s outstanding Class A Series 1 Convertible Preferred Shares, Class A Series 2 Convertible Preferred Shares, Class A Series 3 Convertible Preferred Shares and Class A Series 4 Convertible Preferred Shares for 716,875,000 Common Shares pursuant to an Exchange Agreement dated September 16, 2024, as amended on October 16, 2024, between the Company and certain funds managed by Magnetar Financial LLC, as may be further amended or amended and restated from time to time by the parties thereto to the date hereof;

- 2) The definition of “Change of Control” in Section 1.1 of the Indenture is hereby deleted and replaced with the following:

“Change of Control” means the acquisition by any Person, or group of Persons acting jointly or in concert, other than funds managed by Magnetar Financial LLC or any of its of their respective successors, of voting

control or direction over an aggregate of 66 2/3% or more of the then outstanding Common Shares and securities convertible into or carrying the right to acquire Common Shares;

3) A new Section 2.4(n) shall be added to the Indenture as follows:

Notwithstanding anything else contained herein, each \$1,000 of the outstanding principal amount of Initial Debentures, together with interest accrued thereon, will be exchanged on a date to be determined by the Company at its sole discretion (provided that (i) on such date all conditions to closing of the Preferred Share Exchange have been satisfied or waived, as applicable, other than those conditions that by their nature can only be satisfied as of the closing date of the Preferred Share Exchange, and (ii) the Company shall give prior written notice to the Debenture Trustee of such date) (the “**Exchange Date**”), which date shall be on or before January 31, 2025, for:

- i. \$399.907866 principal amount of the Amended Debentures (the “**Exchange Amended Debentures**”), provided that no principal amount of Exchange Amended Debentures shall be issued containing a fraction of a cent and each holder of Initial Debentures otherwise entitled to a principal amount of Exchange Amended Debentures containing a fraction of a cent will instead receive a principal amount of Exchange Amended Debentures rounded down to the nearest whole cent; and
- ii. 2,031.787815 Common Shares (the “**Exchange Common Shares**”), provided that no fractional Exchange Common Shares shall be issued and each holder of Initial Debentures otherwise entitled to a fractional interest in an Exchange Common Share will instead receive an aggregate amount of Exchange Common Shares rounded down to the nearest whole number increment.

The Company will on or before 11:00 a.m. (Toronto time) on the Exchange Date, (i) duly execute and deliver the indenture governing the Amended Debentures, substantially in the form of indenture in Schedule A attached hereto, subject to such minor amendments, modifications or supplements thereto as the Company may approve in writing, provided that no such amendment, modification or supplement is adverse to the financial or economic interests of the holders of Debentures, and (ii) deliver to the Debenture Trustee, for delivery to and on account of the holders of the Initial Debentures, upon the due presentation and surrender of the Initial Debentures, the Exchange Amended Debentures and Exchange Common Shares to which such holders are entitled. Every such deposit will be irrevocable. The Debenture Trustee will deliver or cause to be delivered, to the holders of such Initial Debentures upon surrender of such Initial Debentures, the Exchange Amended Debentures and the Exchange Common Shares deposited by the Company. The delivery of such Exchange Amended Debentures and Exchange Common Shares to the Debenture Trustee will satisfy and discharge the liability of the Company for the Initial Debentures and such Initial Debentures will thereafter not be considered as outstanding under this Indenture and no holder of Debentures will have any right in regard thereto other than to receive the Exchange Amended Debentures and Exchange Common Shares to which it is entitled. Immediately upon the delivery of the Exchange Amended Debentures and Exchange Common Shares to the Debenture Trustee, each of the Company and all of its direct and indirect Subsidiaries, the holders of Initial Debentures, and each of their respective current and former directors, officers, employees, advisors, agents and other representatives (each, a “**Released Party**” and collectively, the “**Released Parties**”) shall be deemed to be released from any and all present and future demands, claims, liabilities, indebtedness, obligations, causes of action, debts, accounts, covenants, damages and other recoveries of any other Released Party based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place prior to such delivery by the Company and relating to, arising out of, or in connection with, this Indenture, the Initial Debentures, the Preferred Share Exchange, any of the transactions contemplated thereby and any proceedings commenced with respect to or in connection therewith, provided that nothing in this Section 2.4(n) shall release or discharge any such Released Parties from or in respect of their obligations in respect of the Exchange Amended Debentures, the Exchange Common Shares, or of any of their debt obligations which shall remain outstanding and in effect after such deposit.

2.2 Amendment Effective Date

The amendments to the Debentures as set out in this Third Supplemental Indenture shall take effect as of the date hereof and all Debenture certificates issued under the Indenture shall be deemed to have been amended as of the date hereof regardless as to whether they have been surrendered to the Trustee in exchange for any new Initial Debenture certificates.

SECTION 3 MISCELLANEOUS

3.1 Indenture

The Indenture, as amended by this Third Supplemental Indenture, continues in force.

3.2 Further Acts

Each of the parties shall promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and things in connection with this Third Supplemental Indenture that the other party may reasonably require for the purposes of giving effect to this Third Supplemental Indenture.

3.3 Binding Effect

This Third Supplemental Indenture shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

3.4 Counterparts

This Third Supplemental Indenture may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties to this Third Supplemental Indenture may execute this Third Supplemental Indenture by signing any such counterpart. This Third Supplemental Indenture shall be effective when each party to this Third Supplemental Indenture has executed a counterpart and has delivered the same to the other. For purposes of this paragraph, a facsimile copy of an executed counterpart of this Third Supplemental Indenture shall be deemed to be an original.

3.5 Governing Law

This Third Supplemental Indenture shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties hereto have executed this Third Supplemental Indenture under the hands of their proper signatories in that behalf.

INVESQUE INC.

Per: _____

I have authority to bind the corporation.

COMPUTERSHARE TRUST COMPANY OF CANADA

Per: _____

I have authority to bind the corporation.

Per: _____

I have authority to bind the corporation.

SCHEDULE A
FORM OF INDENTURE FOR AMENDED DEBENTURES

[please see Appendix E attached to this Circular]

1384-0276-2511

APPENDIX E
DRAFT FORM OF INDENTURE FOR AMENDED DEBENTURES

(see attached)

1386-6490-9583



TRUST INDENTURE

between

INVESQUE INC.

and

COMPUTERSHARE TRUST COMPANY OF CANADA

**providing for the issue of
Unsecured Subordinated Debentures**

Dated as of [●, 2024]

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Schedule B

TRUST INDENTURE

THIS INDENTURE is made this ●th day of [●, 2024].

BETWEEN:

INVESQUE INC., a corporation incorporated under the laws of the Province of British Columbia

(hereinafter referred to as the “**Company**”)

- and -

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company incorporated under the federal laws of Canada

(hereinafter referred to as the “**Debenture Trustee**”)

WHEREAS the Company deems it necessary to create and issue the Debentures to be created and issued in the manner herein provided;

AND WHEREAS the Company called consecutive meetings of their holders of the 7.00% convertible unsecured subordinated debentures due January 31, 2025 and the 8.75% convertible unsecured subordinated debentures due September 30, 2026 on November 26, 2024 to make amendments to the respective debentures by way of Extraordinary Resolutions, which were passed at the respective meetings;

AND WHEREAS the Extraordinary Resolutions authorized and directed the Debenture Trustee to enter into new supplemental indentures for each series of debentures, and such supplemental indentures provided for, among other things, an exchange of the existing debentures for new Debentures on a date on or before January 31, 2025 determined by the board of directors of the Company in its sole discretion;

AND WHEREAS the Company is exercising such right to exchange the existing debentures for a new Debenture and is duly authorized to create and issue the Debentures to be issued as herein provided;

AND WHEREAS when certified by the Debenture Trustee and issued as in this Indenture provided, all necessary steps in relation to the Company will 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 the Company in accordance with the laws relating to the Company;

AND WHEREAS the foregoing recitals are made as representations and statements of fact by the Company and not by the Debenture Trustee;

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration mutually given and received, the receipt and sufficiency of which is hereby acknowledged, it is hereby covenanted, agreed and declared as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In the recitals, in this Indenture (as defined below) and in the Debentures (as defined below), unless there is something in the subject matter or context inconsistent therewith or unless otherwise expressly provided, including, without limitation, as expressly provided in any indenture supplemental hereto, the following terms will have the following meanings set out below:

- (a) **“1933 Act”** means the *United States Securities Act of 1933*, as amended;
- (b) **“90% Redemption Right”** has the meaning attributed thereto in Subsection 2.4(h)(vii);
- (c) **“90% Redemption Right Notice”** has the meaning attributed thereto in Subsection 2.4(h)(vii);
- (d) **“this Trust Indenture”**, **“this 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;
- (e) **“Acceptance Notice”** has the meaning attributed thereto in Subsection 2.4(h)(iii);
- (f) **“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;
- (g) **“affiliate”** of a Person means any Person or company that would be deemed to be an affiliated entity of such Person within the meaning of National Instrument 45-106 — *Prospectus and Registration Exemptions*, as replaced or amended from time to time;
- (h) **“Applicable Securities Legislation”** means applicable securities laws (including rules, regulations, policies, blanket orders, rulings and instruments enacted thereunder) in each of the provinces and territories of Canada;
- (i) **“Auditors of the Company”** means an independent firm of chartered accountants duly appointed as auditors of the Company;
- (j) **“Beneficial Holder”** means any Person who holds a beneficial interest in a Global Debenture as shown on the books of the Depositary or a Depositary Participant;
- (k) **“Business Day”** means any day other than a Saturday, a Sunday, a statutory holiday in the Province of Ontario or any other day on which Canadian chartered banks are not open for business in Toronto, Ontario;
- (l) **“Change of Control”** means the acquisition by any Person, or group of Persons acting jointly or in concert, other than funds managed by Magnetar Financial LLC

or any of its of their respective successors, of voting control or direction over an aggregate of 66 2/3% or more of the then outstanding Common Shares and securities convertible into or carrying the right to acquire Common Shares.

- (m) **“Change of Control Purchase Date”** has the meaning attributed thereto in Subsection 2.4(h)(v);
- (n) **“Common Shares”** means the common shares in the capital of the Company;
- (o) **“Company”** means Invesque Inc.;
- (p) **“Counsel”** means a firm of barristers or solicitors retained by the Debenture Trustee or retained by the Company and acceptable to the Debenture Trustee, acting reasonably;
- (q) **“Debenture Offer”** has the meaning attributed thereto in Subsection 2.4(h)(i);
- (r) **“Debenture Trustee”** means Computershare Trust Company of Canada or its successor or successors for the time being as trustee hereunder;
- (s) **“Debentureholders”** or **“holders”** means the Persons for the time being entered in the register for Debentures as registered holders of Debentures;
- (t) **“Debentures”** means the debentures, notes, or other evidences of indebtedness of the Company issued and certified hereunder, or deemed to be issued and certified hereunder, including, without limitation, the Initial Debentures, and for the time being outstanding, whether in definitive or interim form;
- (u) **“Defeased Debentures”** has the meaning attributed thereto in Subsection **Error! Reference source not found.**;
- (v) **“Depository”** means, with respect to the Debentures of any series issuable or issued in the form of one or more Global Debentures, the Person designated as depository by the Company pursuant to Section 3.2 until a successor depository has become such pursuant to the applicable provisions of this Indenture, and thereafter **“Depository”** will 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 means each depository with respect to the Global Debentures of such series;
- (w) **“Depository Participant”** means a broker, dealer, bank, other financial institution or other Person for whom from time to time a Depository effects book-entry settlement for a Global Debenture deposited with the Depository;
- (x) **“Directors”** means the directors of the Company and reference to action “by the Directors” means action by the Directors of the Company;
- (y) **“especially affected series”** has the meaning attributed thereto in Subsection 11.2(b)(i);

- (z) **“Event of Default”** has the meaning attributed thereto in Section 7.1;
- (aa) **“Expiry Date”** has the meaning attributed thereto in Subsection 2.4(h)(ii);
- (bb) **“Expiry Time”** has the meaning attributed thereto in Subsection 2.4(h)(ii);
- (cc) **“Extraordinary Resolution”** has the meaning attributed thereto in Section 11.12;
- (dd) **“First Call Period”** has the meaning attributed thereto in Subsection 2.4(d);
- (ee) **“Fully Registered Debentures”** means Debentures registered as to both principal and interest;
- (ff) **“Global Debenture”** means a Debenture that is issued to and registered in the name of the Depositary, or its nominee, pursuant to Section 2.6 for purposes of being held by or on behalf of the Depositary as custodian for participants in the Depositary’s book-entry only registration system;
- (gg) **“Government Obligations”** means securities issued or guaranteed by the Government of Canada;
- (hh) **“Governmental Entity”** means: (a) any multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau or agency, domestic or foreign; (b) any subdivision, agent, commission, commissioner, board, or authority of any of the foregoing; (c) any self-regulatory authority, including the TSX; or (d) any quasigovernmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;
- (ii) **“IFRS”** means international Financial Reporting Standards determined with reference to The Handbook of The Canadian Institute of Chartered Accountants, as amended from time to time;
- (jj) **“Initial Debentures”** means the Debentures designated as “9.75% Unsecured Subordinated Debentures” and described in Section 2.4;
- (kk) **“Initial Debentures Issuance Date”** means the date on which the Initial Debentures are issued;
- (ll) **“Interest Obligation”** means the obligation of the Company to pay interest on the Debentures, as and when the same becomes due;
- (mm) **“Interest Payment Date”** means a date specified in a Debenture as the date on which interest on such Debenture becomes due and payable;
- (nn) **“Maturity Account”** means an account or accounts required to be established by the Company (and which will be maintained by and subject to the control of the Debenture Trustee) for each series of Debentures pursuant to and in accordance with this Indenture;

- (oo) **“Maturity Date”** means the date specified for maturity of any Debentures, provided that with respect to the Initial Debentures, “Maturity Date” shall mean ●, [2027];
- (pp) **“Offer Price”** has the meaning attributed thereto in Subsection 2.4(h)(i);
- (qq) **“Officer’s Certificate”** means a certificate of the Company signed by any one of the Directors or any one authorized officer of the Company, on behalf of the Company, in such capacity, and not in his or her personal capacity;
- (rr) **“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 the Company upon the issuance of such Debentures from time to time;
- (ss) **“Person”** includes any individual, firm, partnership, joint venture, association, trust, trustee, executor, administrator, legal personal representative, estate, group, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, whether or not having legal status and whether acting in an individual, fiduciary or other capacity;
- (tt) **“Privacy Laws”** has the meaning attributed thereto in Section 13.19;
- (uu) **“Redemption Date”** has the meaning attributed thereto in Section 4.3;
- (vv) **“Redemption Notice”** has the meaning attributed thereto in Section 4.3;
- (ww) **“Redemption Price”** means, in respect of a Debenture, the amount, excluding interest, payable on the Redemption Date fixed for such Debenture;
- (xx) **“representing party”** has the meaning attributed thereto in Section 13.18;
- (yy) **“Senior Indebtedness”** means the principal, premium (if any), interest (if any) or any other amounts payable thereunder (if any) on:
 - (i) all indebtedness (including any indebtedness to trade creditors), liabilities and obligations of the Company (other than the Initial Debentures), whether outstanding on the date of this Indenture or thereafter created, incurred, assumed or guaranteed in the normal course or in connection with the acquisition by the Company of any businesses, properties or other assets or for monies borrowed or raised by whatever means (including, without limitation, by means of commercial paper, bankers’ acceptances, letters of credit, debt instruments, revolving credit facilities, bank debt and financial leases, and any liability evidenced by bonds, debentures, notes or similar instruments) by the Company or others including, without limitation, any Subsidiary of the Company for payment of which the Company is responsible or liable, whether absolutely or contingently; and

- (ii) renewals, extensions, restructurings, refinancings and refundings of any such indebtedness, liabilities or obligations;

unless in each case it is provided by the terms of the instrument creating or evidencing such indebtedness, liabilities or obligations that such indebtedness, liabilities or obligations are *pari passu* with or subordinate in right of payment to Debentures that by their terms are subordinated, which for greater certainty includes the Initial Debentures;

- (zz) “**Serial Meeting**” has the meaning attributed thereto in Subsection 11.2(b)(i);
- (aaa) “**Shareholders**” means holders of Common Shares and “**Shareholder**” means any one of them;
- (bbb) “**Subsidiary**” means, with respect to any Person, (a) any corporation, association or other business entity (other than a partnership, joint venture or limited liability company) of which 50% or more of the total voting securities entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time of determination owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof and (b) any partnership, joint venture or limited liability company of which 50% or more of the capital accounts, distribution rights, total equity and voting interests or general and limited partnership interests, as applicable, are owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof, whether in the form of membership, general, special or limited partnership interests or otherwise and such Person owns or controls, directly or indirectly, 50% or more of the total equity and voting rights of the general partner of such entity;
- (ccc) “**Successor**” has the meaning attributed thereto in Section 9.1;
- (ddd) “**Tax Act**” means the *Income Tax Act* (Canada), and the regulations thereunder, as amended;
- (eee) “**TSX**” means the Toronto Stock Exchange;
- (fff) “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia; and
- (ggg) “**Written Direction of the Company**” means an instrument in writing signed by any one authorized Director or officer of the Company.

1.2 Meaning of “Outstanding”

Every Debenture certified and delivered by the Debenture Trustee hereunder is deemed to be outstanding until it is cancelled, redeemed or delivered to the Debenture Trustee for cancellation or redemption and monies and/or other property, as the case may be, for the payment thereof will have been set aside under Article 8, provided that:

- (a) Debentures which have been partially redeemed or purchased are deemed to be outstanding only to the extent of the unredeemed or unpurchased 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 will be counted for the purpose of determining the aggregate principal amount of Debentures outstanding;
- (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 the Company shall be disregarded except that:
 - (i) for the purpose of determining whether the Debenture 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 Debenture Trustee knows are so owned shall be so disregarded; and
 - (ii) Debentures so owned which have been pledged in good faith other than to the Company shall not be so disregarded if the pledgee shall establish to the satisfaction of the Debenture Trustee the pledgee's right to vote such Debentures, sign consents, requisitions or other instruments or take such other actions in his or her discretion free from the control of the Company or a Subsidiary of the Company.

1.3 Interpretation

In this Indenture:

- (a) words importing the singular number or masculine gender 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 or Subsections refer, unless otherwise specified, to sections, subsections or clauses of this Indenture; and
- (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.

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 will not affect the construction or interpretation of this Indenture.

1.5 Day Not a Business Day

In the event that any day on or before which any action required to be taken hereunder is not a Business Day, then such action will be taken on or before the requisite time on the next succeeding day that is a Business Day.

1.6 Applicable Law

This Indenture and the Debentures will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. For the purpose of all legal proceedings, this Indenture will be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario will have jurisdiction to entertain any action arising under this Agreement. The Company attorns to the jurisdiction of the courts of Province of Ontario.

1.7 Conflict

In the event of a conflict or inconsistency between a provision in the body of this Indenture and in the Debentures issued hereunder, the provision in the body of this Indenture will prevail to the extent of the inconsistency.

1.8 Currency

All dollar amounts expressed in this Indenture and in the Debentures are in lawful money of United States and all payments required to be made hereunder and thereunder will be made in United States dollars.

1.9 Severability

Each of the provisions in this Indenture is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction will not affect the validity or enforceability of any of the other provisions hereof.

1.10 Successors and Assigns

All covenants and agreements in this Indenture by the Company bind its successors and permitted assigns, whether expressed or not.

1.11 Benefits of Indenture

Nothing in this Indenture or in the Debentures, express or implied, gives to any Person, other than the parties hereto and their successors hereunder, any paying agent, the holders of Debentures, and the Directors any benefit or any legal or equitable right, remedy or claim under this Indenture.

1.12 Schedules

The following Schedules form part of this Indenture:

Schedule A — FORM OF INITIAL DEBENTURE

Schedule B — FORM OF REDEMPTION NOTICE

**ARTICLE 2
THE DEBENTURES**

2.1 Limit of Debentures

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 Terms of Debentures of any Series

The Debentures may be issued in one or more series. There will 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 will 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 certified and delivered under this Indenture (except for Debentures certified 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, 3.2, 3.3 and 3.6);
- (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 will bear interest, if any, the date or dates from which such interest will accrue, on which such interest will be payable and on which a record, if any, will be taken for the determination of holders to whom such interest will be payable and/or the method or methods by which such rate or rates or date or dates will be determined;
- (e) the place or places where the principal of and any interest on Debentures of the series will be payable or where any Debentures of the series may be surrendered for registration of transfer or exchange;
- (f) the right, if any, of the Company 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 the Company 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 will be redeemed, purchased or repaid, in whole or in part, pursuant to such obligations;

- (h) if other than denominations of \$1,000 and any integral multiple thereof, the denominations in which Debentures of the series will be issuable;
- (i) subject to the provisions of this Indenture, any trustees, Depositaries, 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 any Person;
- (l) the form and terms of the Debentures of the series;
- (m) if applicable, that the Debentures of the series will be issuable in whole or in part as one or more Global Debentures and, in such case, the Depositary or Depositaries for such Global Debentures in whose name the Global Debentures will be registered, and any circumstances other than or in addition to those set forth in Section 2.9 or 3.2 or those applicable with respect to any specific series of Debentures, as the case may be, in which any such Global Debenture may be exchanged for Fully Registered Debentures, or transferred to and registered in the name of a person other than the Depositary for such Global Debentures or a nominee thereof;
- (n) if other than United States 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 will not be inconsistent with the provisions of this Indenture).

All Debentures of any one series will be substantially identical, except as may otherwise be established herein or pursuant to one or more resolutions of the Directors, as evidenced by an Officer's Certificate or in an indenture supplemental 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, pursuant to one or more resolutions of the Directors, as evidenced by an Officer's Certificate or in an indenture supplemental hereto.

2.3 Form of Debentures

Except in respect of the Initial Debentures, the form of which is provided for herein, the Debentures of each series will be substantially in such form or forms (not inconsistent with this Indenture) as will be established herein or pursuant to one or more resolutions of the Directors, as evidenced by an Officer's Certificate detailing such establishment or 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 Directors or officers of the Company executing such Debentures, as conclusively evidenced by their execution of such Debentures. The form of the Debentures of each series shall state that the holder, by acceptance of the Debenture, assents to the terms and conditions upon which the Debentures are or are to be issued and held and the rights and remedies of holders of the Debentures and of the Company and of the Debenture Trustee, all to the same effect as if the provisions of this Indenture were set forth in such Debenture.

2.4 Form and Terms of Initial Debentures

- (a) *Terms.* The first series of Debentures (the “**Initial Debentures**”) authorized for issuance is limited to an aggregate principal amount of \$27,300,000 and will be designated as “9.75% Unsecured Subordinated Debentures”. However, additional Initial Debentures may be issued pursuant to this Indenture, as may be amended from time to time, after the date hereof. The Debenture Trustee has been appointed as transfer agent and registrar of the Initial Debentures.
- (b) *Maturity Date.* The Initial Debentures will mature on ●, [2027].
- (c) *Interest.* The Initial Debentures will bear interest from, and including, the date of issue at the rate of 9.75% per annum, payable in equal semi-annual payments in arrears on December 31 and June 30 of each year, the first such payment falling due on June 30, 2025, payable after as well as before maturity and after as well as before default, with interest on amounts in default at the same rate, compounded semi-annually, computed on the basis of a 360-day year composed of twelve 30-day months. The first interest payment will include interest accrued from and including [Insert the date of issuance] to but excluding June 30, 2025 and will be in an amount equal to \$● per \$1,000 principal amount of the Initial Debentures.
- (d) *Redemption.* The Initial Debentures are redeemable in accordance with the terms of Article 4. On or after the Initial Debentures Issuance Date and prior to the first anniversary of the Initial Debentures Issuance Date (the “**First Call Period**”), the Initial Debentures may be redeemed at the option of the Company in whole or in part from time to time on notice as provided for in Section 4.3 (which notice may, for greater certainty, be provided by the Company prior to the First Call Period, subject to compliance with Section 4.3) at a Redemption Price equal to 102% of the principal amount of the Initial Debentures; provided, however, that notwithstanding the foregoing, during the First Call Period up to 25% of the Initial Debentures may be redeemed at the option of the Company in whole or in part from time to time on notice as provided for in Section 4.3 (which notice may, for greater certainty, be provided by the Company prior to the expiry of the First Call Period, subject to compliance with Section 4.3) at a Redemption Price equal to 100% of the principal amount of the Initial Debentures. In addition thereto, at the time of redemption, the Company will pay to the holder accrued and unpaid interest up to but not including

the Redemption Date. On or after the expiry of the First Call Period and prior to the Maturity Date, the Initial Debentures may be redeemed at the option of the Company in whole or in part from time to time on notice as provided for in Section 4.3 (which notice may, for greater certainty, be provided by the Company prior to the expiry of the First Call Period, subject to compliance with Section 4.3), at a Redemption Price equal to the principal amount of the Initial Debentures. In addition thereto, at the time of redemption, the Company will pay to the holder accrued and unpaid interest up to but not including the Redemption Date. The Redemption Notice for the Initial Debentures will be substantially in the form of Schedule B.

- (e) *Priority.* The Initial Debentures will be subordinated to the Senior Indebtedness of the Company in accordance with the provisions of Article 5.
- (f) *Form of Debentures.* The Initial Debentures will be issued in denominations of \$1,000 and integral multiples of \$1,000. Each Initial Debenture and the certificate of the Debenture Trustee endorsed thereon will be issued in substantially the form set out in Schedule A with such insertions, omissions, substitutions or other variations as 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 the 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 Director or officer of the Company executing such Initial Debenture in accordance with Section 2.7, as conclusively evidenced by his or her execution of an Initial Debenture. Each Initial Debenture will also bear such distinguishing letters and numbers as the Debenture Trustee approves. Notwithstanding the foregoing, an Initial Debenture may be in such other form or forms as may, from time to time, be 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.
- (g) *Global Debentures.* The Initial Debentures will be issued as Global Debentures. The Depositary for the Initial Debentures will be CDS Clearing and Depositary Services Inc. The Global Debentures will be registered in the name of CDS & Co. (or any nominee of the Depositary). No beneficial holder will receive definitive certificates representing their interest in Initial Debentures except as provided in Section 3.2. A Global Debenture may be exchanged for Debentures in registered form that are not Global Debentures, or transferred to and registered in the name of a person other than the Depositary for such Global Debentures or a nominee thereof as provided in Section 3.2.
- (h) *Change of Control.* Upon the occurrence of a Change of Control and subject to the provisions and conditions of this Section 2.4(h), the Company will be obligated to offer to purchase all Initial Debentures then outstanding. The terms and conditions of such obligation are set forth below:

- (i) Within 30 days following the occurrence of a Change of Control, the Company will deliver to the Debenture Trustee a notice in writing 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 together with an offer in writing (the “**Debenture Offer**”) to purchase all of the Initial Debentures then outstanding from the holders thereof at a price per Initial Debenture equal to 101% of the principal amount thereof together with accrued and unpaid interest thereon up to but excluding the Change of Control Purchase Date (as defined below) (the “**Offer Price**”). The Debenture Trustee will within three Business Days thereafter deliver, by prepaid courier or mail, the Debenture Offer to the holders of all Initial Debentures then outstanding, at their addresses appearing in the registers of holders of Initial Debentures maintained by the Debenture Trustee.
- (ii) The Debenture Offer will specify the date (the “**Expiry Date**”) and time (the “**Expiry Time**”) on which the Debenture Offer expires which date and time will not, unless otherwise required by Applicable Securities Legislation, be earlier than the close of business on the 35th day and not later than the close of business on the 60th day following the date on which such Debenture Offer is delivered or mailed by or on behalf of the Debenture Trustee as provided above.
- (iii) The Debenture Offer will specify that the Debenture Offer may be accepted by the holders of Initial Debentures by tendering the Initial Debentures so held by them to the Debenture Trustee at its principal offices in Toronto, Ontario at or before the Expiry Time together with an acceptance notice (the “**Acceptance Notice**”) in form and substance acceptable to the Debenture Trustee.
- (iv) The Debenture Offer will state that holders of Initial Debentures may accept the Debenture Offer in respect of all or a portion (in a minimum amount of \$1,000 principal amount and multiples thereof) of their Initial Debentures.
- (v) The Debenture Offer will specify a date (the “**Change of Control Purchase Date**”) no later than the third Business Day following the Expiry Date on which the Company will take up and pay for all Initial Debentures duly tendered in acceptance of the Debenture Offer.
- (vi) The Company will, on or before 10:00 a.m. (Toronto time), on the Business Day immediately prior to the Change of Control Purchase Date pay to the Debenture Trustee by wire transfer or such other means as may be acceptable to the Debenture Trustee, an amount of money sufficient to pay the aggregate Offer Price in respect of all Initial Debentures duly tendered to the Debenture Offer (less applicable withholding taxes, if any). The Debenture Trustee, on behalf of the Company, will pay the Offer Price to the holders of Initial Debentures in the respective amounts to which they are entitled in accordance with the Debenture Offer as aforesaid.

- (vii) If 90% or more of the aggregate principal amount of Debentures issued under the Indenture outstanding on the date the Company provides notice of the Change of Control have been tendered to the Company pursuant to the Debenture Offer, the Company will have the right (the “**90% Redemption Right**”), but not the obligation, upon written notice (the “**90% Redemption Right Notice**”) provided to the Debenture Trustee within 10 days following the Expiry Date, to elect to redeem all the Initial Debentures remaining outstanding at the Offer Price and on the other terms and conditions provided herein. Upon receipt of such notice by the Debenture Trustee, the Debenture Trustee will promptly provide written notice to each holder of outstanding Initial Debentures (other than those that have accepted the Debenture Offer) that:
 - (A) the Company has exercised the 90% Redemption Right and is purchasing all outstanding Initial Debentures effective as at the Change of Control Purchase Date at the Offer Price;
 - (B) such holder will surrender its Initial Debentures to the Debenture Trustee within 30 days after the sending of such notice; and
 - (C) the rights of such holder under the terms of the Initial Debentures and this Indenture will cease to be effective as of the Change of Control Purchase Date provided the Company has, on or before the date on which the Company delivers the 90% Redemption Notice to the Debenture Trustee, paid the aggregate Offer Price to, or to the order of, the Debenture Trustee and thereafter such holder’s Initial Debentures will not be considered to be outstanding and such holder will not have any rights hereunder except to receive such Offer Price to which such holder is entitled upon surrender and delivery of such holder’s Initial Debentures in accordance with the Indenture.
- (viii) The Company will, on or before 10:00 a.m. (Toronto time), on the Business Day immediately prior to the date on which the Company delivers the 90% Redemption Right Notice, pay to the Debenture Trustee by wire transfer or such other means as may be acceptable to the Debenture Trustee, an amount of money sufficient to pay the aggregate Offer Price in respect of all Initial Debentures to be redeemed pursuant to the 90% Redemption Right (less applicable withholding taxes, if any). The Debenture Trustee, on behalf of the Company, will pay the Offer Price to the holders of Initial Debentures in the respective amounts to which they are entitled in accordance with the exercise of the 90% Redemption Right as aforesaid upon surrender and delivery of such holders’ Initial Debentures.
- (ix) The Initial Debentures in respect of which the Company has made payment to the Debenture Trustee in accordance with the terms of this Subsection 2.4(h) (or the portion thereof tendered in acceptance of the Debenture Offer) will thereafter no longer be considered to be outstanding under this Indenture. The Company will also deposit with the Debenture

Trustee a sum of money sufficient to pay any charges or expenses which may be incurred by the Debenture Trustee in connection with the Debenture Offer and the exercise of the 90% Redemption Right if applicable. All Initial Debentures in respect of which payment of the Offer Price has been so made will be cancelled by the Debenture Trustee.

- (x) In the event that only a portion of the principal amount of an Initial Debenture is tendered by a holder thereof in acceptance of the Debenture Offer, the Company will execute and deliver to the Debenture Trustee and the Debenture Trustee will certify and deliver to the holder, without charge to such holder, a certificate representing the principal amount of the Initial Debenture not so tendered in acceptance of the Debenture Offer.
- (i) *Documents to Debenture Trustee.* The Debenture Trustee will be provided with the documents and instruments referred to in Subsections 2.5(b), 2.5(c) and 2.5(d), with respect to the Initial Debentures prior to the issuance of the Initial Debentures.

2.5 Certification and Delivery of Additional Debentures

The Company may from time to time request the Debenture Trustee to certify and deliver Additional Debentures of any series by delivering to the Debenture Trustee the documents referred to below in this Section 2.5 whereupon the Debenture Trustee will certify such Debentures and cause the same to be delivered in accordance with the Written Direction of the Company referred to below or pursuant to such procedures acceptable to the Debenture Trustee as may be specified from time to time by a Written Direction of the Company. The maturity date, issue date, interest rate (if any) and any other terms of the Debentures of such series will be set forth in or determined by or pursuant to such Written Direction of the Company and procedures. In certifying such Debentures, the Debenture Trustee is entitled to receive and is fully protected in relying upon, unless and until such documents have been superseded or revoked:

- (a) an Officer's Certificate and executed supplemental indenture by or pursuant to which the form and terms of such Additional Debentures were established;
- (b) a Written Direction of the Company requesting certification 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 the Company may be delivered by the Company to the Debenture Trustee prior to the delivery to the Debenture Trustee of such Additional Debentures of such series for certification and delivery;
 - (ii) the Debenture Trustee will certify 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 the Company or pursuant to procedures acceptable to the Debenture Trustee as may be specified from time to time by a Written Direction of the Company; 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 will be determined by an executed supplemental indenture;
- (c) an opinion of Counsel, in form and substance satisfactory to the Debenture Trustee, acting reasonably, to the effect that all requirements imposed by the 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 the Company is not in default under this Indenture, that the terms and conditions for the certification and delivery of Additional Debentures (including those set forth in Section 13.5), 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 certification and delivery.

2.6 Issue of Global Debentures

- (a) The Company may specify that the Debentures of a series are to be issued in whole or in part as one or more Global Debentures registered in the name of a Depositary, or its nominee, designated by the Company in the Written Direction of the Company delivered to the Debenture Trustee at the time of issue of such Debentures, and in such event the Company will execute and the Debenture Trustee will certify and deliver one or more Global Debentures that will:
 - (i) represent an aggregate amount equal to the principal amount of the outstanding Debentures of such series to be represented by one or more Global Debentures;
 - (ii) be delivered by the Debenture Trustee to such Depositary or pursuant to such Depositary's instructions; and
 - (iii) bear a legend substantially to the following effect:

“UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. (“CDS”) TO INVESQUE INC. 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 TO 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.”

- (b) Each Depositary designated for a Global Debenture will, at the time of its designation and at all times while it serves as such Depositary, be a clearing agency registered or designated under the securities legislation of the jurisdiction where the Depositary has its principal offices.

2.7 Execution of Debentures

All Debentures will be signed (either manually or by facsimile signature) by any one Director or any one authorized officer of the Company, on behalf of the Company, holding office at the time of signing. A facsimile signature upon a Debenture is for all purposes of this Indenture deemed to be the signature of the person whose signature it purports to be. Notwithstanding that any person whose signature, either manual or in facsimile, appears on a Debenture as Director or an authorized officer of the Company, on behalf of the Company, may no longer hold such office at the date of the Debenture or at the date of the certification and delivery thereof, such Debenture will be valid and binding upon the Company and entitled to the benefits of this Indenture.

2.8 Certification

No Debenture will be issued or, if issued, will be obligatory or will entitle the holder to the benefits of this Indenture, until it has been manually certified by or on behalf of the Debenture Trustee substantially in the form set out in this Indenture, in the relevant supplemental indenture or in some other form approved by the Debenture Trustee. Such certification on any Debenture is conclusive evidence that such Debenture is duly issued, is a valid obligation of the Company and the holder is entitled to the benefits hereof.

The certificate of the Debenture Trustee signed on the Debentures, or interim Debentures hereinafter mentioned, will not be construed as a representation or warranty by the Debenture 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 Debenture Trustee will 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. The certificate of the Debenture Trustee signed on the Debentures or interim Debentures will, however, be a representation and warranty by the Debenture Trustee that the Debentures or interim Debentures have been duly certified by or on behalf of the Debenture Trustee pursuant to the provisions of this Indenture.

2.9 Interim Debentures or Certificates

Pending the delivery of definitive Debentures of any series to the Debenture Trustee, the Company may issue and the Debenture Trustee may certify 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 the Company may execute and the Debenture Trustee may certify a temporary Debenture for the whole principal amount of Debentures of the series then authorized to be issued hereunder, as the Company and the Debenture Trustee may approve, entitling the holders thereof to definitive Debentures of the series when the same are ready for delivery; and, when so issued and certified, such interim or temporary Debentures or interim certificates will, 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 will 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 the Company has delivered the definitive Debentures to the Debenture Trustee, the Debenture Trustee will cancel such temporary Debentures, if any, and will call in for exchange all interim Debentures or certificates that were issued and forthwith after such exchange will cancel the same. No charge will be made by the Company or the Debenture 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 will 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 become mutilated, lost, stolen or destroyed, the Company, in its discretion, may issue, and thereupon the Debenture Trustee will certify 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 will be in a form approved by the Debenture Trustee and will 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 will furnish to the Company and to the Debenture Trustee such evidence of the loss, theft or destruction of the Debenture as is satisfactory to them in their discretion and will also furnish a surety bond and an indemnity satisfactory to them in their discretion. The applicant will pay all reasonable expenses incidental to the issuance of any substituted Debenture.

2.11 Concerning Interest

- (a) All Debentures issued hereunder, whether originally or upon exchange or in substitution for previously issued Debentures which are interest bearing, will, unless otherwise specifically provided in the terms of the Debentures of any series, bear interest (i) from and including their issue date, or (ii) from and including the last Interest Payment Date in respect of which interest has become due and payable on the outstanding Debentures of that series, whichever is later, to but excluding the next Interest Payment Date.
- (b) Unless otherwise specifically provided in the terms of the Debentures of any series, interest for any period of less than six months will be computed on the basis of a year of 360 days. Subject to Subsection 2.4(c) 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 the basis of a 360 day year or a 365 or 366 day year, as the case may be, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360 or 365 or 366, as applicable. The rates of interest under this Agreement are nominal

rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Agreement.

- (c) The Debenture Trustee shall be entitled to rely on the calculations of the Company with regards to the calculation of interest.

2.12 Debentures to Rank Pari Passu

The Debentures will be direct unsecured subordinated obligations of the Company. Each Debenture of the same series of Debentures will rank *pari passu* with each other Debenture of the same series (regardless of their actual date or terms of issue) and, subject to statutory preferred exceptions, with all other present and future subordinated and unsecured indebtedness of the Company except for sinking fund provisions (if any) applicable to different series of Debentures or other similar types of obligations of the Company.

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. The Company will establish and maintain with the Debenture Trustee a Maturity Account for each series of Debentures. Each such Maturity Account will be maintained by and be subject to the control of the Debenture Trustee for the purposes of this Indenture. On or before 10:00 a.m. (Toronto time) on the Business Day immediately prior to each maturity date for Debentures outstanding from time to time under this Indenture, the Company will deliver by certified cheque or wire transfer to the Debenture Trustee for deposit in the applicable Maturity Account an amount calculated by the Company to be sufficient to pay the cash amount payable in respect of such Debentures (including the principal amount together with any accrued and unpaid interest thereon less applicable withholding taxes, if any). The Debenture Trustee, on behalf of the Company, 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 (less applicable withholding taxes, if any), upon surrender of the Debenture at any branch of the Debenture Trustee designated for such purpose from time to time by the Company and the Debenture Trustee. The delivery of such funds to the Debenture Trustee for deposit to the applicable Maturity Account will satisfy and discharge the liability of the Company for the Debentures to which the delivery of funds relates to the extent of the amount delivered (plus the amount of any tax withheld or deducted as aforesaid and remitted to the proper tax authority) 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. The Debenture Trustee shall make payments hereunder only to the extent that it has been funded.

2.14 U.S. Legend

- (a) The Initial Debentures have not been and will not be registered under the 1933 Act and may not be offered or sold within the United States, except pursuant to an exemption from the registration requirements of the 1933 Act and all applicable state securities laws.

- (b) Certificates representing each Debenture issued pursuant to a transaction that is not required to be registered under the 1933 Act (other than pursuant to Regulation S under the 1933 Act) and, except as provided below, all certificates representing Debentures issued in exchange for or in substitution or transfer of such Debentures, shall bear the following legend in boldface print on the face of such certificate for so long as required by applicable requirements of the 1933 Act and state securities laws:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”). THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO INVESQUE INC. (THE “CORPORATION”), (B) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY (I) RULE 144 OR (II) RULE 144A THEREUNDER, IF AVAILABLE, (C) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, OR (D) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT, AND, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE STATE SECURITIES LAWS IN THE UNITED STATES, PROVIDED THAT, IN THE CASE OF TRANSFERS PURSUANT TO (B)(I) OR (C) ABOVE, THE HOLDER HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE CORPORATION.

DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

Provided, that if any such securities are being sold under clauses (B)(I) or (C) above the legend may be removed by delivery to the Company and the Debenture Trustee of an opinion of counsel, of recognized standing reasonably satisfactory to the Company, that such legend is no longer required under applicable requirements of the 1933 Act or state securities laws.

Provided, that the Debenture Trustee obtains written confirmation from the Company that such opinion of counsel is satisfactory to it, it shall be entitled to rely on such opinion of counsel without further inquiry. The Company or its Counsel shall provide written approval for the legend removal to the Debenture Trustee.

The Company shall direct the Debenture Trustee prior to the initial closing as to the legends which are to appear on certificates and thereafter upon transfer, exchange or otherwise the Company shall direct the Debenture Trustee in writing setting out the legends to be placed on specific certificates. The Debenture Trustee will thereafter maintain a list of all registered holders from time to time of legended Debentures.

Notwithstanding anything to the contrary contained herein, all Debentures that are required to bear the legend described in this Section 2.14 shall be issued as Fully Registered Debentures that are represented by definitive certificates issued and delivered to the purchasers thereof.

2.15 Payment of Interest

The following provisions apply to Debentures, except as otherwise provided in Subsection 2.4(c) with respect to the Initial Debentures or specified in an Officer's Certificate or a supplemental indenture relating to a particular series of Additional Debentures:

- (a) As interest becomes due on each Debenture (except at maturity or on redemption, when interest may at the option of the Company be paid upon surrender of such Debenture) the Company, either directly or through the Debenture Trustee or any agent of the Debenture Trustee, will send or forward by prepaid ordinary mail, electronic transfer of funds, or other means acceptable to the parties, payment of such interest (less applicable withholding taxes, if any) to the order of the registered holder of such Debenture appearing on the registers maintained by the Debenture Trustee at the close of business on the fifth Business Day prior to the applicable Interest Payment Date and addressed to the holder at the holder's last address appearing on the register, unless such holder otherwise directs. If payment is made by cheque, such cheque will be forwarded at least three Business Days prior to each date on which interest becomes due (and, if such cheque is to be mailed by the Debenture Trustee, the Company will deliver to the Debenture Trustee the amount required to be paid by the Debenture Trustee one Business Day prior to the date on which the Debenture Trustee is required to mail such cheque) and if payment is made by other means (such as electronic transfer of funds, provided the Debenture Trustee will receive confirmation of receipt of funds prior to being able to wire funds to holders), such payment will 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 will, to the extent of the sum represented thereby, plus the amount of any tax withheld or deducted as aforesaid and remitted to the proper tax authority, satisfies and discharges 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 Company or the Debenture Trustee will issue to such person a replacement cheque or other payment for the amount upon being furnished with such evidence of non-receipt as it reasonably requires and upon being indemnified to its satisfaction. Notwithstanding the foregoing, if the Company 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, the Company may make payment of such interest or make such interest available for payment in any other manner acceptable to the Debenture Trustee with the same effect as though payment had been made in the manner provided above.

- (b) Notwithstanding Subsection 2.15(a), if a series of Debentures is represented, in whole or in part, by a Global Debenture, then all payments of interest on the Global Debenture will be made by electronic funds transfer, or cheque, to the Depositary or its nominee for subsequent payment to Beneficial Holders of interests in that Global Debenture, unless the Company and the Depositary otherwise agree. The Company will pay such funds to the Debenture Trustee on or before 10:00 a.m. (Toronto time) on the Business day immediately prior to the applicable Interest Payment Date. None of the Company, the Debenture Trustee or any agent of the Debenture Trustee for any Debenture issued as a Global Debenture 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 Debenture or for maintaining, reviewing, or supervising any records relating to such beneficial interests.

2.16 Withholding Tax

- (a) The Company, either directly or through the Debenture Trustee, is entitled to deduct and withhold an amount in respect of any applicable taxes or similar charges (including interest, penalties or similar amounts in respect thereof) imposed or levied by or on behalf of the Canadian government or of any Province or territory thereof or any authority or agency having power to tax, including pursuant to the Tax Act, from any payment (or portion thereof) to be made on or in connection with the Debentures and, provided that the Company, or the Debenture Trustee, as the case may be, forthwith remits such withheld amount to such government, authority or agency and files all required forms in respect thereof and promptly provides copies of such remittance and filing to the Debenture Trustee or the relevant Debentureholder, the amount of any such deduction or withholding will be considered an amount paid in satisfaction of the Company's obligations under the Debentures and there is no obligation on the Company to gross-up amounts paid or credited to a holder or any other Person in respect of such deductions or withholdings.
- (b) The Company will provide the Debenture Trustee or the relevant Debentureholder with copies of receipts or other communications relating to the remittance of such withheld amount or the filing of such forms received from such government, authority or agency promptly after receipt thereof.
- (c) To the extent that the amount so required to be deducted or withheld from any payment by the Company in respect of the Debentures exceeds the cash portion (if any) of the amounts otherwise payable in respect of the Debentures, the Company is hereby authorized to facilitate the sale or otherwise dispose of such portion of the consideration payable in respect of the Debentures as is necessary to provide sufficient funds to the Company to enable it to comply with such deduction or withholding requirement.

ARTICLE 3

REGISTRATION, TRANSFER, EXCHANGE AND OWNERSHIP

3.1 Fully Registered Debentures

- (a) With respect to each series of Debentures issuable, in whole or in part, as Fully Registered Debentures, the Company will cause to be kept by and at the principal office of the Debenture Trustee in Toronto, Ontario and by the Debenture Trustee or such other registrar as the Company, with the approval of the Debenture Trustee may appoint at such other place or places, if any, as may be specified in the Debentures of such series or as the Company may designate with the approval of the Debenture Trustee, a register in which will be entered the names and addresses of the holders of Fully Registered Debentures and particulars of the Debentures held by them respectively and of all transfers of Fully Registered Debentures. Such registration will be noted on the Debentures by the Debenture Trustee or other registrar unless a new Debenture is issued upon such transfer.
- (b) No transfer of a Fully Registered Debenture will be valid unless made on such register referred to in Subsection 3.1(a) by the registered holder or such holder's executors, administrators or other legal representatives or a mandatary duly appointed by an instrument in writing in form and execution satisfactory to the Debenture Trustee or other registrar upon surrender of the Debentures together with a duly executed form of transfer acceptable to the Debenture Trustee and upon compliance with such other reasonable requirements as the Debenture Trustee or other registrar may prescribe, nor unless the name of the transferee has been noted on the Debenture by the Debenture Trustee or other registrar and the address of the transferee has been provided to the Debenture Trustee or other registrar.

3.2 Global Debentures

- (a) With respect to each series of Debentures issuable in whole or in part as one or more Global Debentures, the Company will cause to be kept by and at the principal offices of the Debenture Trustee in Toronto, Ontario and by the Debenture Trustee or such other registrar as the Company, with the approval of the Debenture Trustee, may appoint at such other place or places, if any, as the Company may designate with the approval of the Debenture Trustee, a register in which will be entered the name and address of the holder of each such Global Debenture (being the Depositary, or its nominee, for such Global Debenture) as holder thereof and particulars of the Global Debenture held by it, and of all transfers thereof. If any Debentures of such series are at any time not Global Debentures, the provisions of Section 3.1 will govern with respect to registrations and transfers of such Debentures.
- (b) Beneficial interests in the Global Debentures will not be shown on the register or records maintained by the Debenture Trustee, but will be represented through book-entry accounts of participants on behalf of the beneficial owners of such Global Debenture. None of the Company, the Debenture Trustee or any other paying agent will have the responsibility or liability for any aspects of the records relating to or

payments made by any Depositary or any participant on account of the beneficial interest in any Global Debenture.

- (c) Notwithstanding any other provision of this Indenture, a Global Debenture may not be transferred by the registered holder thereof and, accordingly, no definitive certificates will be issued to Beneficial Holders except in the following circumstances or as otherwise specified in an Officer's Certificate or a supplemental indenture relating to a particular series of Additional Debentures:
 - (i) Global Debentures may be transferred by a Depositary to a nominee of such Depositary or by a nominee of a Depositary to such Depositary or to another nominee of such Depositary or by a Depositary or its nominee to a successor Depositary or its nominee;
 - (ii) Global Debentures may be transferred at any time after (i) the Depositary for such Global Debentures has notified the Debenture Trustee that the Depositary is unwilling or unable to continue as Depositary for such Global Debentures, or (ii) the Depositary ceases to be eligible to be a Depositary under Subsection 2.6(b), provided in each case that at the time of such transfer the Company has not appointed a successor Depositary for such Global Debentures;
 - (iii) Global Debentures may be transferred at any time after the Company has determined, in its sole discretion to terminate the book-entry only registration system in respect of such Global Debentures and has communicated such determination to the Debenture Trustee in writing;
 - (iv) Global Debentures may be transferred at any time after the Debenture 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, provided that Beneficial Holders representing, in the aggregate, more than 25% of the aggregate principal amount of the Debentures of such series advise the Depositary in writing, through the Depositary Participants, that the continuation of the book-entry only registration system for such series of Debentures is no longer in their best interest and also provided that at the time of such transfer the Debenture Trustee has not waived the Event of Default pursuant to Section 7.3;
 - (v) Global Debentures may be transferred if required by applicable law; or
 - (vi) Global Debentures may be transferred if the book-entry only registration system ceases to exist.
- (d) With respect to the Global Debentures, unless and until definitive certificates have been issued to Beneficial Holders pursuant to subsection 3.2(c):
 - (i) the Company and the Debenture Trustee may deal with the Depositary for all purposes (including paying interest on the Debentures) as the sole holder

of such series of Debentures and the authorized representative of the Beneficial Holders;

- (ii) the rights of the Beneficial Holders will be exercised only through the Depositary and will be limited to those established by law and agreements between such Beneficial Holders and the Depositary or the Depositary Participants;
 - (iii) the Depositary will make book-entry transfers among the Depositary 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 Depositary will be deemed to be counted in that percentage only to the extent that it has received instructions to such effect from the Beneficial Holders or the Depositary Participants, and has delivered such instructions to the Debenture Trustee.
- (e) 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 pursuant to this Section 3.2, the Debenture Trustee will provide all such notices and communications to the Depositary and the Depositary will 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 on the occurrence of one of the conditions specified in Subsection 3.2(c) with respect to a series of Debentures issued hereunder, the Debenture Trustee will notify all applicable Beneficial Holders, through the Depositary, of the availability of definitive Debenture certificates. Upon surrender by the Depositary of the certificate(s) representing the Global Debentures and receipt of new registration instructions from the Depositary, the Debenture Trustee will deliver the definitive Debenture certificates for such Fully Registered Debentures to the holders thereof in accordance with the new registration instructions and, thereafter, the registration and transfer of such Fully Registered Debentures will be governed by Section 3.1 and the remaining Sections of this Article 3.

3.3 Transferee Entitled to Registration

The transferee of a Debenture is entitled, after the appropriate form of transfer is lodged with the Debenture 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 the Company and the transferor or any previous holder of such Debenture, save in respect of equities of which the Company is required to take notice by statute or by order of a court of competent jurisdiction.

3.4 No Notice of Trusts

Neither the Company nor the Debenture Trustee nor any registrar will be bound to take notice of or see to the execution of any trust 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.

3.5 Registers Open for Inspection

The registers referred to in Sections 3.1 and 3.2 will at all reasonable times be open for inspection by the Company, the Debenture Trustee or any Debentureholder. Every registrar, including the Debenture Trustee, will from time to time when requested so to do by the Company or by the Debenture Trustee, in writing, furnish the Company or the Debenture 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 Debenture Trustee is entitled to charge a reasonable fee to provide such a list.

3.6 Exchanges of Debentures

- (a) Subject to Section 3.7, 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 Subsection 3.6(a), Debentures of any series may be exchanged only at the principal offices of the Debenture Trustee in Toronto, Ontario 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 the Company with the approval of the Debenture Trustee. Any Debentures tendered for exchange will be surrendered to the Debenture Trustee. The Company will execute and the Debenture Trustee will certify all Debentures necessary to carry out exchanges as aforesaid. All Debentures surrendered for exchange will 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 will be deemed to have been selected or called for redemption in the same manner and will have noted thereon a statement to that effect.

3.7 Closing of Registers

- (a) Neither the Company nor the Debenture Trustee nor any registrar will be required to:
 - (i) make transfers or exchanges of any Debentures on any Interest Payment Date for such Debentures or during the preceding Business Day;
 - (ii) make transfers or exchanges of any Debentures on the day of any selection by the Debenture Trustee of Debentures to be redeemed or during the preceding Business Day; or

- (iii) make transfers or exchanges of any Debentures which will have been selected or called for redemption unless upon due presentation thereof for redemption such Debentures will not be redeemed.
- (b) Subject to any restriction herein provided, the Company with the approval of the Debenture Trustee may at any time close any register for any series of Debentures, other than those kept at the principal offices of the Debenture Trustee in Toronto, Ontario, and transfer the registration of any Debentures registered thereon to another register (which may be an existing register) and thereafter such Debentures will be deemed to be registered on such other register. Notice of such transfer will be given to the holders of such Debentures.

3.8 Charges for Registration, Transfer and Exchange

For each Debenture exchanged, registered, transferred or discharged from registration, the Debenture 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 Debenture Trustee and the Company), and payment of such charges and reimbursement of the Debenture Trustee or other registrar for any stamp taxes or governmental or other charges required to be paid will 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 will be made to a Debentureholder hereunder:

- (a) for any exchange, registration, transfer or discharge from registration of any Debenture applied for within a period of two months from the date of the first delivery of Debentures of that series or, with respect to Debentures subject to a Periodic Offering, within a period of two months from the date of delivery of any such Debenture;
- (b) for any exchange of any interim or temporary Debenture or interim certificate that has been issued under Section 2.9 for a definitive Debenture;
- (c) for any exchange of a Global Debenture as contemplated in Section 3.2; and
- (d) for any exchange of any Debenture resulting from a partial redemption under Section 4.2.

3.9 Ownership of Debentures

- (a) Unless otherwise required by law, the person in whose name any registered Debenture is registered will 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 such Debenture and interest thereon will be made to such registered holder.
- (b) The registered holder for the time being of any registered Debenture will be entitled to the principal, premium, if any, and/or interest evidenced by such instruments, respectively, free from all equities or rights of set-off or counterclaim between the Company and the original or any intermediate holder thereof and all persons may

act accordingly and the receipt of any such registered holder of any such principal, premium or interest will be a good discharge to the Company and/or the Debenture Trustee for the same and neither the Company nor the Debenture Trustee will be bound to inquire into the title of any such registered holder.

- (c) Where Debentures are registered in more than one name, the principal, premium, if any, and interest from time to time payable in respect thereof may be paid or credited 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 will be a valid discharge to the Debenture Trustee, any registrar and to the Company.
- (d) 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 and the receipt of any such survivor or survivors therefor will be a valid discharge to the Debenture Trustee, any registrar and to the Company.

3.10 Surrender for Electronic Position

Notwithstanding anything to the contrary set out herein, all physical Debenture certificates issued to the Depositary may be surrendered to the Debenture Trustee for an electronic position on the register of Debentureholders to be maintained by the Debenture Trustee in accordance with Section 3.1. All Debentures maintained in such electronic position will be valid and binding obligations of the Company, 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..

ARTICLE 4 REDEMPTION AND PURCHASE OF DEBENTURES

4.1 Applicability of Article

- (a) Subject to compliance with applicable laws, including regulatory approval, the Company has the right at its option 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 determined at the time of issue of such Debentures and as expressed in this Indenture, in the Debentures, or in a supplemental indenture authorizing or providing for the issue thereof.
- (b) Subject to compliance with applicable laws, including regulatory approval, the Company also has the right at its option to repay, either in whole or in part, on maturity, by payment of money in accordance with Section 2.13, any Debentures issued hereunder of any series which by their terms are made so repayable on maturity (subject, however, to any applicable restriction on the repayment of the principal amount of the 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

determined at the time of issue of such Debenture and expressed in this Indenture, in the Debentures, or in a supplemental indenture authorizing or providing for the issue thereof.

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, then the Debentures to be so redeemed will be selected by the Debenture Trustee on a *pro rata* basis to the nearest multiple of \$1,000 in accordance with the principal amount of the Debentures registered in the name of each holder or in such other manner as the Debenture Trustee deems equitable, subject to the approval of the TSX (or such other stock exchange on which the Debentures may be listed and posted for trading), as may be required from time to time. Unless otherwise specifically provided in the terms of any series of Debentures, no Debenture will be redeemed in part unless the principal amount redeemed is \$1,000 or a multiple thereof. For this purpose, the Debenture Trustee may make, and from time to time vary, regulations with respect to the manner in which such Debentures may be drawn for redemption in part and regulations so made will be valid and binding upon all holders of such Debentures notwithstanding the fact that as a result thereof one or more of such Debentures may become subject to redemption in part only. In the event that one or more of such Debentures becomes subject to redemption in part only, upon surrender of any such Debentures for payment of the Redemption Price, together with interest accrued to but excluding the Redemption Date, the Company will execute and the Debenture Trustee will certify 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 Debenture Trustee, will make, or have made, notations on the Global Debenture of the principal amount thereof so redeemed. Unless the context otherwise requires, the terms "Debenture" or "Debentures" as used in this Article 4 is 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 will be given to the holders of the Debentures to be redeemed not more than 60 days nor less than 30 days prior to the date fixed for redemption (the "**Redemption Date**") in the manner provided in Section 12.2. Every such notice will specify the aggregate principal amount of Debentures called for redemption, the Redemption Date, the Redemption Price and the places of payment and it will state that interest upon the principal amount of Debentures called for redemption will cease to be payable from and after the Redemption Date. In addition, unless all the outstanding Debentures are to be redeemed, the Redemption Notice will specify:

- (a) 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);
- (b) in the case of a published notice, 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;

- (c) in the case of a Global Debenture, that the redemption will take place in such manner as may be agreed upon by the Depositary, the Debenture Trustee and the Company; and
- (d) 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.

In the event that all Debentures to be redeemed are registered Debentures, publication, as provided in Section 12.2, will not be required.

4.4 Debentures Due on Redemption Dates

Notice having been given as provided in Section 4.3, all the Debentures so called for redemption will thereupon be and become due and payable at the 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 will have been deposited as provided in Section 4.5 and affidavits or other proof satisfactory to the Debenture Trustee as to the publication and/or mailing of such notices will have been lodged with it, interest upon the Debentures will cease. If any question arises as to whether any notice has been given as above provided and such deposit made, such question will be decided by the Debenture Trustee whose decision will be final and binding upon all parties in interest.

4.5 Deposit of Redemption Monies

- (a) Redemption of Debentures will be provided for by the Company paying and/or depositing with the Debenture Trustee or any paying agent to the order of the Debenture Trustee, on or before 10:00 a.m. Toronto time on the Business Day immediately prior to the Redemption Date specified in such notice, such sums of money, by wire transfer or such other means as may be acceptable to the Debenture Trustee, 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.
- (b) The Company will also deposit with the Debenture Trustee a sum of money sufficient to pay any charges or expenses which may be incurred by the Debenture Trustee in connection with such redemption. Every such deposit is irrevocable. From the sums so deposited, the Debenture Trustee will pay or cause to be paid, or issue or cause to be issued, to the holders of such Debentures so called for redemption, upon surrender of such Debentures, the principal, premium (if any) and interest (if any) to which they are respectively entitled on redemption (less applicable withholding taxes, if any).

4.6 Failure to Surrender Debentures Called for Redemption

In case the holder of any Debenture called for redemption fails on or before the Redemption Date to surrender such holder's Debenture, or has not within such time accepted payment of the redemption monies payable, or given such receipt therefor, if any, as the Debenture Trustee may

require, such redemption monies may be set aside in trust without interest, either in the deposit department of the Debenture Trustee or in a Canadian chartered bank, and such setting aside will for all purposes be deemed a payment to the Debentureholder of the sum so set aside and, to that extent, the Debenture will thereafter not be considered as outstanding hereunder. The Debentureholder will have no other right thereunder except to receive payment of the Redemption Price of such Debenture plus any accrued but unpaid interest thereon to but excluding the Redemption Date out of the monies so paid and deposited, less applicable withholding taxes, if any, upon surrender and delivery of such holder's Debenture. In the event that any money required to be deposited hereunder with the Debenture Trustee or any depository or paying agent on account of principal, premium, if any, or interest, if any, on Debentures issued hereunder will remain so deposited for a period of six years from the Redemption Date, then, subject to any applicable law regarding unclaimed property, such monies, together with any accumulated interest thereon, will at the end of such period be paid over or delivered over by the Debenture Trustee or such depository or paying agent to the Company on its demand, and thereupon the Debenture Trustee will 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 the Company will have no rights in respect thereof except to obtain payment of the money due from the Company. Notwithstanding the foregoing, the Debenture Trustee will pay any remaining funds prior to the expiry of six years after the Redemption Date to the Company upon receipt from the Company, or one of its Subsidiaries, of an unconditional letter of credit from a Canadian chartered bank in an amount equal to or in excess of the amount of the remaining funds. If the remaining funds are paid to the Company prior to the expiry of six years after the Redemption Date, the Company will reimburse the Debenture Trustee for any amounts required to be paid by the Debenture Trustee to a holder of a Debenture pursuant to the redemption after the date of such payment of the remaining funds to the Company but prior to six years after the redemption.

4.7 Cancellation of Debentures Redeemed

Subject to the provisions of Sections 4.2 and 4.8 as to Debentures redeemed or purchased in part, all Debentures redeemed and paid under this Article 4 will forthwith be delivered to the Debenture Trustee and cancelled and no Debentures will be issued in substitution therefor.

4.8 Purchase of Debentures by the Company

Unless otherwise specifically provided with respect to a particular series of Debentures, the Company, if it is not at the time in default hereunder, may, at any time and from time to time, purchase Debentures in the market (which includes 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 will be delivered to the Debenture Trustee and cancelled and no Debentures will be issued in substitution therefor. If, upon an invitation for tenders, more Debentures are tendered at the same lowest price that the Company is prepared to accept, the Debentures to be purchased by the Company will be selected by the Debenture Trustee on a *pro rata* basis or in such other manner consented to by the TSX or such other exchange on which the Debentures may be listed and posted for trading which the Debenture Trustee considers appropriate, from the Debentures tendered by each tendering Debentureholder who tendered at such lowest price. For this purpose the Debenture 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 will 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 of which only a part is purchased, upon surrender of such Debenture for payment, will be entitled to receive, without expense to such holder, one or more new Debentures for the unpurchased part so surrendered, and the Debenture Trustee will certify and deliver such new Debenture or Debentures upon receipt of the Debenture so surrendered or, with respect to a Global Debenture, the Debenture Trustee will make notations on the Global Debenture of the principal amount thereof so purchased.

ARTICLE 5

SUBORDINATION OF DEBENTURES

5.1 Applicability of Article

The indebtedness evidenced by any Debentures issued hereunder of any series which by their terms are subordinate, including the principal thereof and interest thereon, will be subordinate and subject in right of payment, to the extent and in the manner hereinafter set forth in the following sections of this Article 5, to the prior payment in full, of all Senior Indebtedness of the Company and each holder of any such Debenture by his acceptance thereof agrees to and will be bound by the provisions of this Article 5.

5.2 Order of Payment

Upon any distribution of the assets of the Company on any dissolution, winding-up, total liquidation or reorganization of the Company (whether in bankruptcy, insolvency or receivership proceedings, or upon an “assignment for the benefit of creditors” or any other marshalling of the assets and liabilities of the Company, or otherwise) or any sale of all or substantially all of the assets of the Company:

- (a) all Senior Indebtedness will first be paid in full, or provision made for such payment, before any payment is made on account of the principal of or interest on the indebtedness evidenced by the Debentures; and
- (b) any payment or distribution of assets of the Company, whether in cash, property or securities, to which the holders of the Debentures or the Debenture Trustee on behalf of such holders would be entitled except for the provisions of this Article 5, will be paid or delivered by the trustee in bankruptcy, receiver, assignee for the benefit of creditors, or other liquidating agent making such payment or distribution, directly to the holders of Senior Indebtedness or their representative or representatives, or to the trustee or trustees under any indenture pursuant to which any instruments evidencing any of such Senior Indebtedness may have been issued, to the extent necessary to pay all Senior Indebtedness in full after giving effect to any concurrent payment or distribution, or provision therefor, to the holders of such Senior Indebtedness.

5.3 Subrogation to Rights of Holders of Senior Indebtedness

Subject to the payment in full of all Senior Indebtedness, the holders of the Debentures will be subrogated to the rights of the holders of Senior Indebtedness to receive payments or distributions of assets of the Company to the extent of the application thereto of such payments or other assets

which would have been received by the holders of the Debentures but for the provisions hereof until the principal of and interest on the Debentures has been paid in full, and no such payments or distributions to the holders of the Debentures of cash, property or securities, which otherwise would be payable or distributable to the holders of the Senior Indebtedness, will, as between the Company, its creditors other than the holders of Senior Indebtedness, and the holders of Debentures, be deemed to be a payment by the Company to the holders of the Senior Indebtedness or on account of the Senior Indebtedness, it being understood that the provisions of this Article 5 are and are intended solely for the purpose of defining the relative rights of the holders of the Debentures, on the one hand, and the holders of Senior Indebtedness, on the other hand.

5.4 Obligation to Pay Not Impaired

Nothing contained in this Article 5 or elsewhere in this Indenture or in the Debentures is intended to impair, as between the Company, its creditors other than the holders of Senior Indebtedness, and the holders of the Debentures, the obligation of the Company, which is absolute and unconditional, to pay to the holders of the Debentures the principal and interest on the Debentures, as and when the same becomes due and payable in accordance with their terms; or affect the relative rights of the holders of the Debentures and creditors of the Company other than the holders of the Senior Indebtedness; or will anything herein or therein prevent the Debenture Trustee or the holder of any Debenture from exercising all remedies otherwise permitted by applicable law upon default under this Indenture, subject to the rights, if any, under this Article 5 of the holders of Senior Indebtedness in respect of cash, property or securities of the Company received upon the exercise of any such remedy.

5.5 No Payment if Senior Indebtedness in Default

- (a) Upon the maturity of any Senior Indebtedness by lapse of time, acceleration or otherwise, then, except as provided in Section 5.1, all principal of and interest on all such matured Senior Indebtedness will first be paid in full, or will first have been duly provided for, before any payment is made on account of principal of or interest on the Debentures.
- (b) In case of default with respect to any Senior Indebtedness permitting the holders thereof to accelerate the maturity thereof, unless and until such default will have been cured or waived or ceased to exist, no payment (by purchase of Debentures or otherwise) will be made by the Company with respect to the principal of or interest on the Debentures and neither the Debenture Trustee nor the holders of Debentures will be entitled to demand, institute proceedings for the collection of, or receive any payment or benefit (including without limitation by set-off, combination of accounts, realization of security or otherwise in any manner whatsoever) on account of the Debentures after the happening of such a default (except as provided in Section 5.8), and unless and until such default has been cured or waived or has ceased to exist, such payments will be held in trust for the benefit of, and, if and when such Senior Indebtedness becomes due and payable, will be paid over to, the holders of the Senior Indebtedness or their representative or representatives or to the trustee or trustees under any indenture under which any instruments evidencing an amount of the Senior Indebtedness remaining unpaid until all such Senior

Indebtedness has been paid in full, after giving effect to any concurrent payment or distribution to the holders of such Senior Indebtedness.

- (c) The fact that any payment hereunder is prohibited by this Section 5.5 will not prevent the failure to make such payment from being an Event of Default hereunder.

5.6 Payment on Debentures Permitted

Nothing contained in this Article 5 or elsewhere in this Indenture, or in any of the Debentures, will affect the obligation of the Company to make, or prevent the Company from making, at any time except during the pendency of any dissolution, winding up or liquidation of the Company or reorganization proceedings specified in Section 5.2 affecting the affairs of the Company, any payment of principal of or interest on the Debentures, except that the Company will not make any such payment other than as contemplated by this Article 5, if it is in default in payment of any Senior Indebtedness permitting the holder thereof to accelerate the maturity thereof. The fact that any such payment is prohibited by this Section 5.6 will not prevent the failure to make such payment from being an Event of Default hereunder. Nothing contained in this Article 5 or elsewhere in this Indenture, or in any of the Debentures, will prevent the application by the Debenture Trustee of any monies deposited with the Debenture Trustee hereunder for the purpose, to the payment of or on account of the principal of or interest on the Debentures.

5.7 Confirmation of Subordination

Each holder of Debentures by its acceptance thereof authorizes and directs the Debenture Trustee on its behalf to take such action, relying on the advice of Counsel, as may be necessary or appropriate to effect the subordination as provided in this Article 5 and appoints the Debenture Trustee its attorney-in-fact for any and all such purposes. Upon request of the Company, and upon being furnished an Officer's Certificate stating that one or more named persons are holders of Senior Indebtedness, or the representative or representatives of such holders, or the trustee or trustees under which any instrument evidencing such Senior Indebtedness may have been issued, and specifying the amount and nature of such Senior Indebtedness, the Debenture Trustee will enter into a written agreement or agreements with the Company and the person or persons named in such Officer's Certificate providing that such person or persons are entitled to all the rights and benefits of this Article 5 as the holder or holders, representative or representatives, or trustee or trustees of the Senior Indebtedness specified in such Officer's Certificate and in such agreement. Such agreement will be conclusive evidence that the indebtedness specified therein is Senior Indebtedness; however, nothing herein will impair the rights of any holder of Senior Indebtedness who has not entered into such an agreement.

5.8 Knowledge of Debenture Trustee

Notwithstanding the provisions of this Article 5, the Debenture Trustee will not be charged with knowledge of the existence of any fact that would prohibit the making of any payment of monies to or by the Debenture Trustee, or the taking of any other action by the Debenture Trustee, unless and until the Debenture Trustee has received written notice thereof from the Company, any Debentureholder or any holder or representative of any class of Senior Indebtedness or on its behalf.

5.9 Debenture Trustee May Hold Senior Indebtedness

The Debenture Trustee is entitled to all the rights set forth in this Article 5 with respect to any Senior Indebtedness at the time held by it, to the same extent as any other holder of Senior Indebtedness, and nothing in this Indenture deprives the Debenture Trustee of any of its rights as such holder.

5.10 Rights of Holders of Senior Indebtedness Not Impaired

No right of any present or future holder of any Senior Indebtedness to enforce the subordination herein will at any time or in any way be prejudiced or impaired by any act or failure to act on the part of the Company or by any non-compliance by the Company with the terms, provisions and covenants of this Indenture, regardless of any knowledge thereof which any such holder may have or be otherwise charged with.

5.11 Altering the Senior Indebtedness

The holders of the Senior Indebtedness have the right to extend, renew, revise, restate, modify or amend the terms of the Senior Indebtedness or any security therefor and to release, sell or exchange such security and otherwise to deal freely with the Company, all without notice to or consent of the Debentureholders or the Debenture Trustee and without affecting the liabilities and obligations of the parties to this Indenture or the Debentureholders or the Debenture Trustee.

5.12 Additional Indebtedness

This Indenture does not restrict the Company or any Subsidiary from incurring additional indebtedness for borrowed money or otherwise or mortgaging, pledging or charging its properties to secure any indebtedness.

5.13 Invalidated Payments

In the event that any of the Senior Indebtedness shall be paid in full and subsequently, for whatever reason, such formerly paid or satisfied Senior Indebtedness becomes unpaid or unsatisfied, the terms and conditions of this Article 5 shall be reinstated and the provisions of this Article shall again be operative until all Senior Indebtedness is repaid in full, provided that such reinstatement shall not give the holders of Senior Indebtedness any rights or recourses against the Debenture Trustee or the Debentureholders for amounts paid to the Debentureholders subsequent to such payment or satisfaction in full and prior to such reinstatement.

ARTICLE 6 COVENANTS OF THE COMPANY

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

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

The Company 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 such

Debentureholder is the holder on the dates, at the places and in the manner mentioned herein and in the Debentures.

6.2 To Pay Debenture Trustee's Remuneration

The Company will pay the Debenture Trustee reasonable remuneration for its services as Debenture Trustee hereunder and will repay to the Debenture Trustee on demand all reasonable expenses and monies which have been paid by the Debenture Trustee in connection with the execution of the trusts hereby created and such monies including the Debenture Trustee's remuneration, will be payable out of any funds coming into the possession of the Debenture Trustee in priority to payment of any principal of and premium (if any) of the Debentures or interest thereon. Such remuneration will continue to be payable until the trusts hereof be finally wound up and whether or not the trusts of this Indenture are in the course of administration by or under the direction of a court of competent jurisdiction.

6.3 To Give Notice of an Event of Default

The Company will notify the Debenture Trustee immediately upon obtaining knowledge of any Event of Default hereunder.

6.4 Preservation of Existence, etc.

Subject to the express provisions hereof, the Company will carry on and conduct its activities and business, and cause its Subsidiaries to carry on and conduct their businesses, 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 and its Subsidiaries respective existences and rights.

6.5 Keeping of Books

The Company will keep or cause to be kept proper books of record and account, in which full and correct entries will be made of all financial transactions and the assets and business of the Company in accordance with IFRS or the accounting principles used by, or applicable to, a successor or Person or group of Persons acting jointly or in concert that acquire control of the Company in connection with a Change of Control transaction, provided that such accounting principles are permitted under both the applicable securities laws and applicable accounting rules governing such successor Person or group of Persons.

6.6 Annual Certificate of Compliance

The Company will deliver to the Debenture Trustee, within 140 days after the end of each calendar year, an Officer's Certificate as to the knowledge of such Director or officer of the Company who executes the Officer's Certificate of the Company's compliance with all conditions and covenants of this Indenture certifying that after reasonable investigation and inquiry, the Company 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.

6.7 Performance of Covenants of Debenture Trustee

If the Company fails to perform any of its covenants contained in this Indenture, then the Debenture Trustee may notify the Debentureholders of such failure on the part of the Company or may itself perform any of the covenants capable of being performed by it, but (subject to Sections 7.2 and 13.3) will be under no obligation to do so or to notify the Debentureholders. All sums so expended or advanced by the Debenture Trustee will be repayable as provided in Section 6.2. No such performance, expenditure or advance by the Debenture Trustee will be deemed to relieve the Company of any default hereunder.

6.8 Reporting Issuer and Listing Status

The Company will use commercially reasonable efforts to ensure that the Initial Debentures are listed and posted for trading on the TSX or such other exchange on which the Initial Debentures are listed and posted for trading, to maintain such listing and posting for trading of the Initial Debentures on the TSX or such other exchange on which the Initial Debentures are listed and posted for trading, and to maintain the Company's status as a "reporting issuer not in default" under Applicable Securities Legislation; provided that the foregoing covenant shall not prevent or restrict the Corporation from carrying out a transaction to which section 2.4(h) would apply if carried out in compliance with section 2.4(h), even if as a result of such transaction the Initial Debentures cease to be listed on the TSX or a Recognized Stock Exchange or the Corporation ceases to be a "reporting issuer".

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 30 days to pay interest on the Debentures when due;
- (b) failure to pay principal or premium, if any, on the Debentures when due whether at maturity, upon redemption, by declaration or otherwise;
- (c) if a decree or order of a Court having jurisdiction is entered adjudging the Company a bankrupt or insolvent under the *Bankruptcy and Insolvency Act* (Canada) or any other bankruptcy, insolvency or analogous laws, or issuing sequestration or process of execution against, or against any substantial part of, the property of the Company, or appointing a receiver of, or of any substantial part of, the property of the Company or ordering the winding-up or liquidation of its affairs, and any such decree or order continues unstayed and in effect for a period of 60 days;
- (d) if the Company 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) 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 the Company 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;

- (e) if a resolution is passed for the winding-up or liquidation of the Company, except in the course of carrying out or pursuant to a winding-up or liquidation in which the conditions of Section 9.1 are duly observed and performed;
- (f) if, after the date of this Indenture, any proceedings with respect to the Company are taken with respect to a compromise or arrangement, with respect to creditors of the Company generally, under the applicable legislation of any jurisdiction;
- (g) default in the observance or performance of any material covenant contained in this Indenture by the Company and failure to cure (or obtain a waiver for) such default for a period of 30 days after notice in writing has been given by the Debenture Trustee or a holder of not less than 25% of the aggregate principal amount of the Debentures to the Company specifying such default and requiring the Company to remedy (or obtain a waiver for) such default; or
- (h) if the Company defaults under a loan that is recourse to the Company and has an aggregate principal amount that is greater than \$50 million;

in each and every such event the Debenture Trustee may, in its discretion, but subject to the provisions of this Section, and will, upon receipt of a request in writing signed by the holders of not less than 25% in principal amount of the Debentures then outstanding, subject to the provisions of Section 7.3, by notice in writing to the Company, 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 will forthwith become immediately due and payable to the Debenture Trustee, and the Company will forthwith pay to the Debenture 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 Debenture 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 payment when made will be deemed to have been made in discharge of the Company's obligations hereunder and any monies so received by the Debenture Trustee will be applied in the manner provided in Section 7.6.

For greater certainty, for the purposes of this Section 7.1, an Event of Default will occur with respect to a series of Debentures only if such Event of Default relates to a default in the payment of principal, premium (if any) or interest on the Debentures of such series in which case references to Debentures in this Section 7.1 will 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 will apply *mutatis mutandis* to the Debentures of such series and references in this Article 7 to the Debentures will mean Debentures of the particular series and references to the Debentureholders will refer to the Debentureholders of the particular series, as applicable.

7.2 Notice of Events of Default

If an Event of Default occurs and is continuing the Debenture Trustee will, within 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 Debenture Trustee has been requested to do so by the holders of not less than 25% of the principal amount of the Debentures then outstanding, the Debenture Trustee will not be required to give such notice.

7.3 Waiver of Default

Upon the happening of any Event of Default hereunder:

- (a) the holders of the Debentures will 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 50% of the principal amount of Debentures then outstanding, to instruct the Debenture Trustee to waive any Event of Default and to cancel any declaration made by the Debenture Trustee pursuant to Section 7.1 and the Debenture Trustee will thereupon waive the Event of Default and cancel such declaration, or either, upon such terms and conditions as will be prescribed in such requisition; provided that, notwithstanding the foregoing, if the Event of Default has occurred by reason of the non-observance or non-performance by the Company of any covenant applicable only to one or more series of Debentures, then the holders of more than 50% of the principal amount of the outstanding Debentures of that series will be entitled to exercise the foregoing power and the Debenture Trustee will so act and it will not be necessary to obtain a waiver from the holders of any other series of Debentures; and
- (b) the Debenture 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, will have power to waive any Event of Default if, the same has been cured or adequate satisfaction made therefor, and in such event to cancel any such declaration theretofor made by the Debenture Trustee in the exercise of its discretion, upon such terms and conditions as the Debenture Trustee may deem advisable.

No such act or omission either of the Debenture Trustee or of the Debentureholders will 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 Debenture 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 the Company fails to pay to the Debenture Trustee, forthwith after the same has 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 Debenture Trustee may in its discretion and will 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 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 or equity as the Debenture Trustee in such request will have been directed to take, or if such request contains no such direction, or if the Debenture Trustee acts without such request, then by such proceedings authorized by this Indenture or by suit at law or in equity as the Debenture Trustee deems expedient.

- (b) The Debenture Trustee will be entitled and empowered, either in its own name or as Debenture Trustee of an express trust, or as mandatary 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 Debenture Trustee and of the holders of the Debentures allowed in any insolvency, bankruptcy, liquidation, arrangement or other judicial proceedings relative to the Company or its creditors or relative to or affecting its property. The Debenture Trustee is hereby irrevocably appointed (and the successive respective holders of the Debentures by taking and holding the same will be conclusively deemed to have so appointed the Debenture Trustee) the true and lawful mandatary 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, subject to deduction from any such claims of the amounts of any claims filed by any of the holders of the Debentures themselves, 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 Debenture Trustee, in order to have the respective claims of the Debenture Trustee and of the holders of the Debentures against the Company 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 will be deemed to give to the Debenture Trustee, unless so authorized by Extraordinary Resolution, any right to accept or consent to any plan of reorganization, arrangement or otherwise by action of any character in such proceeding to waive or change in any way any right of any Debentureholder.
- (c) The Debenture Trustee will also have the power at any time and from time to time to institute and maintain such suits and proceedings as it may be advised are 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 Debenture 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 Debenture Trustee will be brought in the name of the Debenture Trustee as trustee of an express trust, and any recovery of judgment will be for the rateable benefit of

the holders of the Debentures subject to the provisions of this Indenture. In any proceeding brought by the Debenture 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 Debenture Trustee will be a party) the Debenture Trustee will be held to represent all the holders of the Debentures, and it will 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 will have any right to institute any action, suit or proceeding at law or in equity for the purpose of enforcing payment of the principal of or interest 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 the Company 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 has previously given to the Debenture 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 have made a request to the Debenture Trustee and the Debenture Trustee has 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 has furnished to the Debenture Trustee, when so requested by the Debenture 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 Debenture Trustee has failed to act within a reasonable time after such notification, request and offer of indemnity and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Debenture 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 Debenture Trustee

- (a) Except as herein otherwise expressly provided, any monies received by the Debenture Trustee from the Company 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 the Company, will be applied, together with any other monies in the hands of the Debenture Trustee available for such purpose, as follows:
 - (i) first, in payment or in reimbursement to the Debenture Trustee of its compensation, costs, charges, expenses, borrowings, advances or other monies furnished or provided by or at the instance of the Debenture 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, rateably and proportionately to (and in the case of applicable withholding taxes, if any, on behalf of) the holders of Debentures, of the principal of and premium (if any) and accrued and unpaid interest and interest on amounts in default on the Debentures which will 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 the Company or its assigns;

provided, however, that no payment will 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 the Company or any Subsidiary (other than any Debenture pledged for value and in good faith to a person other than the Company 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.

- (b) The Debenture Trustee will not be bound to apply or make any partial or interim payment of any monies coming into its hands if the amount so received by it, after reserving thereout such amount as the Debenture Trustee may think necessary to provide for the payments mentioned in Subsection 7.6(a), is insufficient to make a distribution of at least 2% of the aggregate principal amount of the outstanding Debentures, but it may retain the money so received by it and invest or deposit the same as provided for in Section 13.9 until the money or the investments representing the same, with the income derived therefrom, together with any other monies for the time being under its control will be sufficient for the said purpose or until it considers it advisable to apply the same in the manner hereinbefore set forth. The foregoing will, however, not apply to a final payment in distribution hereunder.

7.7 Notice of Payment by Debenture Trustee

Not less than 15 days' notice will be given in the manner provided in Section 12.2 by the Debenture Trustee to the Debentureholders of any payment to be made under this Article 7. Such notice will 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 has been duly demanded and has 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 (less applicable withholding taxes, if any), after deduction of the respective amounts payable in respect thereof on the day so fixed.

7.8 Debenture Trustee May Demand Production of Debentures

The Debenture Trustee will 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 Debenture Trustee may, in its discretion, dispense with such production and endorsement, upon such indemnity being given to it and to the Company as the Debenture Trustee deems sufficient.

7.9 Remedies Cumulative

No remedy herein conferred upon or reserved to the Debenture Trustee, or upon or to the holders of Debentures is intended to be exclusive of any other remedy, but each and every such remedy will be cumulative and will 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 the Company

The Company covenants and agrees with the Debenture 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 Debenture Trustee, as trustee for the Debentureholders, for any amount which may remain due in respect of the Debentures and premium (if any) and the interest thereon and any other monies owing hereunder.

7.11 Immunity of Directors and Others

The Debentureholders and the Debenture 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, Director or holder of Common Shares or of any successor, in each case in such capacity, 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 the Company herein or in the Debentures contained.

ARTICLE 8 SATISFACTION AND DISCHARGE

8.1 Cancellation and Destruction

All Debentures will forthwith after payment thereof be delivered to the Debenture Trustee and cancelled by it. All Debentures cancelled or required to be cancelled under this or any other provision of this Indenture will be cancelled by the Debenture Trustee and, if required by the Company, the Debenture Trustee will 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 fails 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 does not accept payment on account thereof and give such receipt therefor, if any, as the Debenture Trustee may require:

- (a) the Company will be entitled to pay or deliver to the Debenture Trustee and direct it to set aside; or
- (b) in respect of monies in the hands of the Debenture Trustee which may or should be applied to the payment of the Debentures, the Company will be entitled to direct the Debenture Trustee to set aside; or

- (c) if the redemption was pursuant to notice given by the Debenture Trustee, the Debenture 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 have been set aside will be deemed to have been paid and the holder thereof will thereafter have no right in respect thereof except that of receiving delivery and payment of the monies (less applicable withholding taxes, if any) so set aside by the Debenture 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, set aside under Section 8.2 and not claimed by and paid to holders of Debentures as provided in Section 8.2 within six years after the date of such setting aside will be repaid and delivered to the Company, upon written request, by the Debenture Trustee and thereupon the Debenture Trustee will 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 the Company will have no rights in respect thereof except to obtain payment and delivery of the monies from the Company. Notwithstanding the foregoing, the Debenture Trustee will pay any remaining funds prior to the expiry of six years after the setting aside described in Section 8.2 to the Company upon receipt from the Company, or one of its Subsidiaries, of an uncontested letter of credit from a Canadian chartered bank in an amount equal to or in excess of the amount of the remaining funds. If the remaining funds are paid to the Company prior to the expiry of six years after such setting aside, the Company will reimburse the Debenture Trustee for any amounts so set aside which are required to be paid by the Debenture Trustee to a holder of a Debenture after the date of such payment of the remaining funds to the Company but prior to six years after such setting aside.

8.4 Discharge

The Debenture Trustee will at the written request of the Company release and discharge this Indenture and execute and deliver such instruments as it is advised by Counsel are requisite for that purpose and to release the Company from its covenants herein contained (other than the provisions relating to the indemnification of the Debenture Trustee), upon proof being given to the reasonable satisfaction of the Debenture 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 hereunder have been paid or satisfied 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) The Company will be deemed to have fully paid, satisfied and discharged (a “defeasance”) all of the outstanding Debentures of any series and the Debenture Trustee, at the expense of the Company, will 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, either:

- (i) the Company has deposited or caused to be deposited with the Debenture 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, Redemption Date, or Change of Control Purchase Date, as the case may be, of such Debentures; or
- (ii) the Company has deposited or caused to be deposited with the Debenture Trustee as property in trust for the purpose of making payment on such Debentures:
 - (A) if all of such Debentures are issued in United States dollars, such amount in United States dollars of direct obligations of, or obligations the principal and interest of which are guaranteed by, the Government of Canada or the United States; or
 - (B) if any of such Debentures are issued in a currency or currency unit other than United States dollars, cash in the currency(ies) or currency unit(s) in which such Debentures are payable and/or such amount in such currency(ies) or currency unit(s) 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 such Debentures are payable, as the case may be;

as will, together with the income to accrue thereon and 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, of all such Debentures;

and in either event:

- (iii) the Company has paid, caused to be paid or made provisions to the satisfaction of the Debenture Trustee for the payment of all other sums payable with respect to all of such Debentures (together with all applicable expenses of the Debenture Trustee in connection with the payment of such Debentures);
- (iv) the Company has delivered to the Debenture Trustee either (A) an opinion of counsel in Canada reasonably acceptable to the Debenture Trustee to the effect that, based upon Canadian law then in effect (and also taking into account any proposed amendments to Canadian law which, if enacted in the form proposed, would have retroactive effect), the beneficial owners of the Debentures will not recognize income, gain or loss for Canadian federal, provincial or territorial or other tax purposes, as a result of the defeasance and will be subject to Canadian taxes on the same amounts and in the same

manner and at the same time as would have been the case if such defeasance had not occurred or (B) a ruling directed to the Debenture Trustee received from tax authorities of Canada to the same effect as the opinion of counsel described in clause (A) above; and

- (v) the Company has delivered to the Debenture Trustee an Officer's Certificate stating that all conditions precedent herein provided relating to the payment, satisfaction and discharge of all such Debentures have been complied with.

Any deposits with the Debenture Trustee referred to in this Section 8.5 will be irrevocable, subject to Section 8.6, and will be made under the terms of an escrow and/or trust agreement in form and substance satisfactory to the Debenture 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, Article 3, Article 4, Article 6, Article 8, Section 7.4 and the provisions of Article 1 pertaining to the foregoing provisions) will no longer be binding upon or applicable to the Company.
- (c) Any funds or obligations deposited with the Debenture Trustee pursuant to this Section 8.5 will be denominated in the currency or denomination of the Debentures in respect of which such deposit is made.
- (d) If the Debenture 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, the Company's obligations under this Indenture and the affected Debentures will be revived and reinstated as though no money or securities had been deposited pursuant to this Section 8.5 until such time as the Debenture Trustee is permitted to apply all such money or securities in accordance with this Section 8.5, provided that if the Company 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, the Company will be subrogated to the rights of the holders of such Debentures to receive such payment from the money or securities held by the Debenture 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 such Debentures (the "**Defeased Debentures**") and the Company will continue to have and be subject to their respective rights, duties and obligations under Article 2, Article 3, Article 4, Article 6, Article 8, Section 7.4 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, the Company is required to purchase any outstanding Debentures pursuant to Subsection 2.4(h) in relation to Initial Debentures or to purchase or make an offer to purchase Debentures pursuant to any other similar provisions relating to any other series of Debentures, the Company will be entitled to use any trust money or trust property deposited with the Debenture Trustee pursuant to Section 8.5 for the purpose of paying to any holders of Defeased Debentures who have accepted any such offer of the Company the Offer Price (plus accrued and unpaid interest) payable to such holders in respect of such offer to purchase the Initial Debentures (or the total offer price payable in respect of an offer relating to any other series of Debentures). Upon receipt of a Written Direction of the Company, the Debenture Trustee will be entitled to pay to such holder from such trust money or trust property deposited with the Debenture 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 from the Company (which amount will be based on the applicable principal amount of the Defeased Debentures held by holders that accept any such offer in relation to the aggregate outstanding principal amount of all the Defeased Debentures).

ARTICLE 9 SUCCESSORS

9.1 Successors on Winding-up or Liquidation

The Company will not proceed with any winding-up or liquidation of the Company into any other Person (herein called a “**Successor**”), unless:

- (a) prior to or contemporaneously with the consummation of such winding-up or liquidation, the Company and the Successor 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 winding-up or liquidation:
 - (i) the Successor will have assumed all the covenants and obligations of the Company 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 Ontario, will attorn with respect to the Indenture to the jurisdiction of the courts of the Province of Ontario; and
- (b) no condition or event will exist as to the Company (at the time of such winding-up or liquidation) or the Successor (immediately after such winding-up or liquidation) and after giving full effect thereto or immediately after the Successor becomes 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.

9.2 Vesting of Powers in Successor

Whenever the conditions of Section 9.1 have been duly observed and performed, any Successor formed by or resulting from such winding-up or liquidation will succeed to, and be substituted for, and may exercise every right and power of the Company under this Indenture with the same effect as though the Successor had been named as the Company herein and thereafter, the Company will be relieved of all obligations and covenants under this Indenture and the Debentures forthwith upon the Company delivering to the Debenture Trustee an opinion of Counsel to the effect that the winding-up or liquidation will not result in any material adverse tax consequences to the Company or the Successor. The Debenture 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) “**Affiliate**” and “**Associate**” have the same respective meanings set forth in the *Securities Act* (Ontario);
- (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) “**NI 62-104**” means National Instrument 62-104 “Take-Over Bids and Issuer Bids”;
- (d) “**Offer**” means an offer to acquire outstanding Debentures;
- (e) “**offer to acquire**” has the meaning attributed to such term in NI 62-104;
- (f) “**Offeror**” means a person, or two or more persons acting jointly or in concert, who make an offer to acquire Debentures;
- (g) “**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
- (h) “**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 60 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 has taken up and paid for the Debentures of the Debentureholders who accepted the Offer; and
- (c) the Offeror complies with Sections 10.3 and 10.5;

the Offeror is entitled to acquire, and the Dissenting Debentureholders are required to sell to the Offeror, the Debentures held by the Dissenting Debentureholders 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 will send by registered mail within 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 has taken up and paid for, the Debentures of the Debentureholders who accepted the Offer;
- (c) Dissenting Debentureholders will 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 will send their respective Debenture certificate(s) to the Debenture 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 will, within 21 days after the sending of the Offeror's Notice, send his or her Debenture certificate(s) to the Debenture Trustee duly endorsed for transfer.

10.5 Payment of Consideration to Debenture Trustee

Within 21 days after the Offeror sends an Offeror's Notice pursuant to Section 10.3, the Offeror will pay or transfer to the Debenture Trustee, or to such other person as the Debenture 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 will be effective as of the time of such payment or transfer.

10.6 Consideration to be held in Trust

The Debenture Trustee, or the person directed by the Debenture Trustee, will hold in trust for the Dissenting Debentureholders the cash or other consideration they or it receives under Section 10.5. The Debenture Trustee, or such persons, will 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 will 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 Debenture Trustee, if the Offeror has complied with Section 10.5, will:

- (a) do all acts and things and execute and cause to be executed all instruments as in the Debenture Trustee's opinion 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 **Error! Reference source not found.** (less 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 Debenture Trustee or some other person designated in such notice are holding in trust the consideration for such Debentures; and
 - (iii) the Debenture 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 Debenture Trustee or such other person may require in lieu thereof;

and the Debenture Trustee is hereby appointed the agent and mandatary, and is granted power of attorney of the Dissenting Debentureholders for the purposes of giving effect to the foregoing provisions including, without limitation, the power and authority to execute such transfers as may be necessary or desirable in respect of the book-entry only registration system of the Depositary.

10.8 Communication of Offer to Trust

An Offeror cannot make an Offer for Debentures unless, concurrent with the communication of the Offer to any Debentureholder, a copy of the Offer is provided to the Company and the Debenture Trustee.

ARTICLE 11 MEETINGS OF DEBENTUREHOLDERS

11.1 Right to Convene Meeting

The Debenture Trustee or the Company may at any time, and from time to time, and the Debenture Trustee will, on receipt of a written request of the Company 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 the Company 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 Debenture Trustee failing, within 30 days after receipt of any such request and such funding of indemnity, to give notice convening a meeting, the Company or such Debentureholders, as the case may be, may convene such meeting. Every such meeting will be held in the City of Toronto or at such other place as may be approved or determined by the Debenture Trustee.

11.2 Notice of Meetings

- (a) At least 21 days' notice of any meeting will be given to the Debentureholders in the manner provided in Section 12.2 and a copy of such notice will be sent by mail to the Debenture Trustee, unless the meeting has been called by it. Such notice will state the time when and the place where the meeting is to be held and will state briefly the general nature of the business to be transacted thereat and it will 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 will 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 Subsections 11.2(c) and 11.2(d)), then:
 - (i) a reference to such fact, indicating each series of Debentures so especially affected (hereinafter referred to as the “**especially affected series**”) will be made in the notice of such meeting, and in any such case the meeting is deemed to be and is herein referred to as a “**Serial Meeting**”; and
 - (ii) the holders of Debentures of an especially affected series will 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 $\frac{2}{3}$ %) 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 $\frac{2}{3}$ % in principal amount of the Debentures of such series then outstanding.
- (c) Subject to Subsection 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) will be determined by an opinion of Counsel, which will be binding on all Debentureholders, the Debenture Trustee and the Company 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;
 - (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 Sections 11.2, 11.4, 11.12 and 11.15;

is 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 Chair

Some person, who need not be a Debentureholder, nominated in writing by the Debenture Trustee will be chair 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 will choose some person present to be chairman.

11.4 Quorum

Subject to the provisions of Section 11.12, at any meeting of the Debentureholders a quorum consists 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 is not 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, will be dissolved, but in any other case the meeting will be adjourned to the same day in the next week (unless such day is not a Business Day in which case it will be adjourned to the next following Business Day thereafter) at the same time and place and no notice will be required to be given in respect of such adjourned meeting. At the adjourned meeting, the Debentureholders present in person or by proxy will, 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 will be transacted at any meeting unless the required quorum is present at the commencement of business.

11.5 Power to Adjourn

The chair 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 will, subject to Section 11.7, be decided in the first place by a majority of the votes given on a show of hands except for votes on Extraordinary Resolutions which will 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 will be conclusive evidence of the fact. The chair of any meeting is 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 will be taken in such manner and either at once or after an adjournment as the chairman directs. Questions other than Extraordinary Resolutions will, 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, will have one vote. On a poll each Debentureholder present in person or represented by a proxy duly appointed by an instrument in writing will be entitled to one vote in respect of each \$1,000 principal amount of Debentures of which he will 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 will 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 will be rounded to the nearest \$1,000. 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 will vote together in respect of the Debentures of which they are joint holders.

11.9 Proxies

A Debentureholder may be present and vote at any meeting of Debentureholders by an authorized representative. The Company (in case it convenes the meeting) or the Debenture 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 thinks fit providing for and governing any or all of the following matters:

- (a) the form of the instrument appointing a proxy, which will be in writing, and the manner in which the same is 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 Debenture Trustee, the Company 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 will 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 the Company or to the Debenture 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 will be binding and effective and the votes given in accordance therewith will be valid and will be counted. Save as such regulations may provide, the only persons who will 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, will be Debentureholders and persons whom Debentureholders have by instrument in writing duly appointed as their proxies.

11.10 Persons Entitled to Attend Meetings

The Company and the Debenture Trustee, by their respective officers and Directors, the Auditors of the Company and the legal advisers of the Company, the Debenture Trustee or any Debentureholder may attend any meeting of the Debentureholders, but will 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 will have the following powers exercisable from time to time by Extraordinary Resolution, subject in the case of the matters in paragraphs (a), (b), (c), (d) and (l) to receipt of the prior approval of the TSX (if applicable) or such other exchange on which the Debentures are then listed:

- (a) power to authorize the Debenture 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 Debenture Trustee (provided that the Debenture Trustee shall have given its prior written consent thereto) against the Company, 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 will be agreed to by the Company and to authorize the Debenture Trustee to concur in and execute any indenture supplemental hereto embodying any modification, change, addition or omission;
- (d) power to sanction any scheme for the reconstruction, reorganization or recapitalization of the Company or for the consolidation or merger of the Company with any other Person, provided that no such sanction will be necessary in respect of any such transaction if the provisions of Section 9.1 have been complied with;
- (e) power to direct or authorize the Debenture 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) subject to Subsection 7.3(a), power to waive, and direct the Debenture Trustee to waive, any default hereunder and/or cancel any declaration made by the Debenture 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 permitted by Section 7.5 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 is 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 Common Shares or other securities of the Company;
- (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 Debenture 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 will 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 will consist of such number of persons as 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 will be binding upon all Debentureholders. Neither the committee nor any member thereof will 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 Debenture Trustee from office and to appoint a new Debenture Trustee or Debenture Directors provided that no such removal will be effective unless and until a new Debenture Trustee or Debenture Directors has become bound by this Indenture;
- (l) power to sanction the exchange of the Debentures for or the conversion thereof into Common Shares, bonds, debentures or other securities or obligations of the Company or of any other Person formed or to be formed;
- (m) power to authorize the distribution in specie of any Common Shares or securities received pursuant to a transaction authorized under the provisions of Subsection 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 Subsection 11.11(l);

provided, however, that notwithstanding anything else contained herein, the interest rate and Maturity Date in respect of the Initial Debentures may not be amended by Extraordinary Resolution, but rather may only be amended by resolution passed by holders of not less than 100% of the principal amount of the Debentures then outstanding.

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 $66\frac{2}{3}\%$ 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 $66\frac{2}{3}\%$ 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, will be dissolved, but in any other case it shall be adjourned to the same day in the next week (unless such day is not a Business Day in which case it will be adjourned to the next following Business Day thereafter) at the same time and place and no notice will be required to be given in respect of such adjourned meeting. At the adjourned meeting the Debentureholders present in person or by proxy will 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 $66\frac{2}{3}\%$ 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 $66\frac{2}{3}\%$ 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 will 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 will always be given on a poll and no demand for a poll on an Extraordinary Resolution is 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 will 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 will be made and duly entered in books to be from time to time provided for that purpose by the Company, 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, will 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 have been made, will 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, including for greater certainty, a Serial Meeting, held as hereinbefore in this Article provided, may also be taken and exercised by the holders of the requisite principal amount of all the outstanding Debentures by an instrument in writing signed in one or more counterparts and the expression “resolution”, or “Extraordinary Resolution”, as the case may be, when used in this Indenture includes 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 will 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 will be binding upon all the Debentureholders, whether signatories thereto or not, and each and every Debentureholder and the Debenture Trustee (subject to the provisions for its indemnity herein contained) will 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 Debenture Trustee may, in its discretion, require proof of execution in cases where it deems proof desirable and may accept such proof as it considers 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 will 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 will be deemed not to adversely affect the rights of the holders of Debentures of any other series.

ARTICLE 12 NOTICES

12.1 Notice to the Company

- (a) Any notice to the Company under the provisions of this Indenture will be valid and effective, if delivered to the Company at 8701 E. 116th Street, Suite 260, Fishers, Indiana 46038, Attention: Chief Financial Officer, and copies delivered to Goodmans LLP, 333 Bay Street, Suite 3400, Toronto, ON M5H 2S7, Attention: Mark Spiro, Facsimile No.: 416.979.1234, or if given by registered letter, postage prepaid, to such offices and so addressed and if mailed, will be deemed to have been effectively given three days following the mailing thereof. The Company may from time to time notify the Debenture Trustee in writing of a change of address which thereafter, until changed by like notice, will be the address of the Company for all purposes of this Indenture.
- (b) If by reason of any interruption of mail service, actual or threatened, any notice to be given to the Company 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 will be valid and effective only if delivered or sent via facsimile in accordance with this Section 12.1.

12.2 Notice to Debentureholders

- (a) All notices to be given hereunder with respect to the Debentures will be deemed to be validly given to the holders thereof if sent by 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 with a copy to the Debenture Trustee and will be deemed to have been effectively given three days following the day of mailing. Any notice to be given hereunder with respect to the Debentures delivered or served by telecopier or courier will be deemed to have been given or served on the day upon which it was delivered. Accidental error or omission in giving notice or accidental failure to mail notice to any Debentureholder or the inability of the Company to give or mail any notice due to anything beyond the reasonable control of the Company will 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 Company will give such notice by publication at least once in an English language daily newspaper of general circulation in Canada.

- (c) Any notice given to Debentureholders by publication will be deemed to have been given on the day on which publication has 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 will be sufficient notice to all holders of any persons interested in such Debenture.

12.3 Notice to Debenture Trustee

Any notice to the Debenture Trustee under the provisions of this Indenture will be valid and effective if delivered to the Debenture Trustee at its office in the City of Toronto at Computershare Trust Company of Canada 100 University Avenue 11th Floor, Toronto, Ontario, M5J 2Y1, Attention: Manager, Corporate Trust or if sent by facsimile to facsimile number (416) 981-9777, Attention: Manager, Corporate Trust, or if given by registered letter, postage prepaid, to such office and so addressed and, if mailed, will be deemed to have been effectively given three days following the mailing thereof. The Debenture Trustee may from time to time notify the Company in writing of a change of address which thereafter, until changed by like notice, will be the address of the Debenture Trustee for all purposes of this Indenture.

12.4 Mail Service Interruption

If by reason of any interruption of mail service, actual or threatened, any notice to be given to the Debenture 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 will be valid and effective only if delivered at the appropriate address in accordance with Section 12.3.

ARTICLE 13 CONCERNING THE DEBENTURE TRUSTEE

13.1 No Conflict of Interest

The Debenture Trustee represents to the Company that at the date of execution and delivery by it of this Indenture, there exists no material conflict of interest in the role of the Debenture Trustee as a fiduciary hereunder but if, notwithstanding the provisions of this Section 13.1, such a material conflict of interest exists, or hereafter arises, the validity and enforceability of this Indenture, and the Debentures issued hereunder, will not be affected in any manner whatsoever by reason only that such material conflict of interest exists or arises but the Debenture Trustee will, within 30 days after ascertaining that it has a material conflict of interest, either eliminate such material conflict of interest or resign in the manner and with the effect specified in Section 13.2.

13.2 Replacement of Debenture Trustee

- (a) The Debenture Trustee may resign its trust and be discharged from all further duties and liabilities hereunder by giving to the Company 60 days' notice in writing or such shorter notice as the Company may accept as sufficient. If at any time a material conflict of interest exists in the Debenture Trustee's role as a fiduciary hereunder the Debenture Trustee will, within 30 days after ascertaining that such a material conflict of interest exists, either eliminate such material conflict of interest or resign in the manner and with the effect specified in this Section 13.2. The validity and enforceability of this Indenture and of the Debentures issued hereunder will not be affected in any manner whatsoever by reason only that such a material conflict of interest exists. In the event of the Debenture Trustee resigning or being removed or being dissolved, becoming bankrupt, going into liquidation or otherwise becoming incapable of acting hereunder, the Company will forthwith appoint a new Debenture Trustee unless a new Debenture Trustee has already been appointed by the Debentureholders. Failing such appointment by the Company, the retiring Debenture Trustee or any Debentureholder may apply to a judge of the Superior Court of Justice, Commercial List on such notice as such judge may direct at the Company's expense, for the appointment of a new Debenture Trustee but any new Debenture Trustee so appointed by the Company or by the Court will be subject to removal as aforesaid by the Debentureholders and the appointment of such new Debenture Trustee will be effective only upon such new Debenture Trustee becoming bound by this Indenture. Any new Debenture Trustee appointed under any provision of this Section 13.2 will be a Company authorized to carry on the business of a trust company in all of the Provinces of Canada. On any new appointment the new Debenture Trustee will be vested with the same powers, rights, duties, and responsibilities as if it had been originally named herein as Debenture Trustee.
- (b) Any company into which the Debenture 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 Debenture Trustee will be a party, or any company succeeding to the corporate trust business of the Debenture Trustee will be the successor Debenture Trustee under this Indenture without the execution of any instrument or any further act. Nevertheless, upon the written request of the successor Debenture Trustee or of the Company, the Debenture Trustee ceasing to act will, on receipt of all its outstanding fees and disbursements, execute and deliver an instrument assigning and transferring to such successor Debenture Trustee, upon the terms herein expressed, all the rights, powers and trusts of the Debenture Trustee so ceasing to act, and will duly assign, transfer and deliver all property and money held by such Debenture Trustee to the successor Debenture Trustee so appointed in its place. Should any deed, conveyance or instrument in writing from the Company be required by any new Debenture 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 will on request of said new Debenture Trustee, be made, executed, acknowledged and delivered by the Company.

13.3 Duties of Debenture Trustee

In the exercise of the rights, duties and obligations prescribed or conferred by the terms of this Indenture, the Debenture Trustee will 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. The Debenture Trustee shall not be liable for the failure of third parties to provide documents or other information in a timely manner.

13.4 Reliance Upon Declarations, Opinions, etc.

In the exercise of its rights, duties and obligations hereunder the Debenture Trustee may, if acting in good faith, rely, as to the truth of the statements and accuracy of the opinions expressed therein, upon statutory declarations, opinions, reports or certificates furnished pursuant to any covenant, condition or requirement of this Indenture or required by the Debenture Trustee to be furnished to it in the exercise of its rights and duties hereunder, if the Debenture Trustee examines such statutory declarations, opinions, reports or certificates and determines that they comply with Section 13.5, if applicable, and with any other applicable requirements of this Indenture. The Debenture Trustee may nevertheless, in its discretion, require further proof in cases where it deems further proof desirable. Without restricting the foregoing, the Debenture Trustee may rely on an opinion of Counsel satisfactory to the Debenture Trustee notwithstanding that it is delivered by a firm which acts as solicitors for the Company.

13.5 Evidence and Authority to Debenture Trustee, Opinions, etc.

The Company will furnish to the Debenture 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 the Company or the Debenture Trustee under this Indenture or as a result of any obligation imposed under this Indenture, including without limitation, the certification and delivery of Debentures hereunder, the satisfaction and discharge of this Indenture and the taking of any other action to be taken by the Debenture Trustee at the request of or on the application of the Company, forthwith if and when (a) such evidence is required by any other Section of this Indenture to be furnished to the Debenture Trustee in accordance with the terms of this Section 13.5, or (b) the Debenture Trustee, in the exercise of its rights and duties under this Indenture, gives the Company written notice requiring it to furnish such evidence in relation to any particular action or obligation specified in such notice.

Such evidence will consist of:

- (a) a certificate made by any one officer or Director of the Company, 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 the Company whom the Debenture 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 certificates 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 or officer or employee of the Company, it will be in the form of a statutory declaration. Such evidence will 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 will 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.

The Company will furnish to the Debenture Trustee at any time if the Debenture Trustee reasonably so requires, its certificate that the Company 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. The Company will, whenever the Debenture Trustee so requires, furnish the Debenture Trustee with evidence by way of statutory declaration, opinion, report or certificate as specified by the Debenture Trustee as to any action or step required or permitted to be taken by the Company or as a result of any obligation imposed by this Indenture.

13.6 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 Debenture Trustee deems it necessary or desirable that a matter be proved or established prior to taking or omitting any action hereunder, the Debenture Trustee, if acting in good faith, may rely upon an Officer's Certificate.

13.7 Experts, Advisers and Agents

The Debenture Trustee may:

- (a) employ or retain and act and rely on the opinion or advice of or information obtained from any solicitor, auditor, valuer, engineer, surveyor, appraiser or other expert, whether obtained by the Debenture Trustee or by the Company, or otherwise, and will not be liable for acting, or refusing to act, in good faith on any

such opinion or advice and may pay proper and reasonable compensation for all such legal and other advice or assistance as aforesaid; 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 (and will be entitled to receive reasonable remuneration for all services performed by it from the Company) in the discharge of the trusts hereof and compensation for all disbursements, costs and expenses made or incurred by it in the discharge of its duties hereunder and in the management of the trusts hereof and any solicitors employed or consulted by the Debenture Trustee may, but need not be, solicitors for the Company.

13.8 Debenture Trustee May Deal in Debentures

Subject to Sections 13.1 and 13.3, the Debenture 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 the Company or otherwise, without being liable to account for any profits made thereby.

13.9 Investment of Monies Held by Debenture Trustee

Unless otherwise provided in this Indenture, any monies held by the Debenture Trustee, which, under the trusts of this Indenture, may or ought to be invested or which may be on deposit with the Debenture Trustee or which may be in the hands of the Debenture Trustee, may be invested and reinvested in the name or under the control of the Debenture Trustee in securities in which, under the laws of the Province of Ontario, trustees are authorized to invest trust monies, provided that such securities are expressed to mature within two years or such shorter period selected to facilitate any payments expected to be made under this Indenture, after their purchase by the Debenture Trustee, and unless and until the Debenture Trustee has declared the principal of and interest on the Debentures to be due and payable, the Debenture Trustee will only invest such monies at the Written Direction of the Company given in a reasonably timely manner. Pending the investment of any monies as hereinbefore provided, such monies may be deposited in the name of the Debenture Trustee in any Canadian chartered bank or, with the consent of the Company, in the deposit department of the Debenture Trustee or any other loan or trust company authorized to accept deposits under the laws of Canada or any Province thereof at the rate of interest, if any, then current on similar deposits. The Company will receive such chartered bank's or the Debenture Trustee's (as the case may be) prevailing rate for all monies held by it, as may change from time to time.

Unless and until the Debenture Trustee has declared the principal of and interest on the Debentures to be due and payable, and except as otherwise expressly provided herein, the Debenture Trustee will pay over to the Company all interest received by the Debenture Trustee in respect of any investments or deposits made pursuant to the provisions of this Section.

13.10 Debenture Trustee Not Ordinarily Bound

Except as provided in Section 7.2 and as otherwise specifically provided herein, the Debenture Trustee will not, subject to Section 13.3, be bound to give notice to any person of the execution hereof, nor to do, observe or perform or see to the observance or performance by the Company of

any of the obligations herein imposed upon the Company or of the covenants on the part of the Company herein contained, nor in any way to supervise or interfere with the conduct of the Company's business, unless the Debenture Trustee has been required to do so in writing by the holders of not less than 25% 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 has 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.

13.11 Debenture Trustee Not Required to Give Security

The Debenture Trustee will not be required to give any bond or security in respect of the execution of the trusts and powers of this Indenture or otherwise in respect of the premises.

13.12 Debenture Trustee Not Bound to Act on the Company's Request

Except as in this Indenture otherwise specifically provided, the Debenture Trustee will not be bound to act in accordance with any direction or request of the Company until a duly authenticated copy of the instrument or resolution containing such direction or request has been delivered to the Debenture Trustee, and the Debenture Trustee will be empowered to act upon any such copy purporting to be authenticated and believed by the Debenture Trustee to be genuine. Should the Debenture Trustee reasonably request originals of the direction or request, they shall be provided.

13.13 Conditions Precedent to Debenture Trustee's Obligations to Act Hereunder

The obligation of the Debenture Trustee to commence or continue any act, action or proceeding for the purpose of enforcing the rights of the Debenture Trustee and of the Debentureholders hereunder will be conditional upon the Debentureholders furnishing when required by notice in writing by the Debenture Trustee, sufficient funds to commence or continue such act, action or proceeding and indemnity reasonably satisfactory to the Debenture Trustee to protect and hold harmless the Debenture Trustee 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 will require the Debenture 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 unless indemnified as aforesaid.

The Debenture 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 Debenture Trustee the Debentures held by them for which Debentures the Debenture Trustee will issue receipts.

13.14 Authority to Carry on Business

The Debenture Trustee represents to the Company 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 Provinces and Territories of Canada but if, notwithstanding the provisions of this Section, it ceases to be so authorized to carry on business, the validity and enforceability of this Indenture and the securities issued hereunder will not be affected in any manner whatsoever by reason only of such event but

the Debenture Trustee will, within 90 days after ceasing to be authorized to carry on the business of trust company in the Province of Ontario, either become so authorized or resign in the manner and with the effect specified in Section 13.2.

13.15 Compensation and Indemnity

- (a) The Company will pay to the Debenture Trustee from time to time reasonable compensation for its services hereunder as agreed separately by the Company and the Debenture Trustee, and will pay or reimburse the Debenture Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Debenture 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 Debenture Trustee under this Indenture will be finally and fully performed. The Debenture Trustee's compensation will not be limited by any law on compensation of a trustee of an express trust.
- (b) The Company hereby indemnifies and saves harmless the Debenture Trustee and its directors, officers, agents and employees from and against any and all loss, damages, charges, expenses, claims, demands, actions or liability whatsoever which may be brought against the Debenture Trustee or which it may suffer or incur as a result of or arising out of the performance of its duties and obligations hereunder save only in the event of the gross negligent failure to act, or the wilful misconduct or bad faith of the Debenture Trustee. This indemnity will survive the termination or discharge of this Indenture and the resignation or removal of the Debenture Trustee. The Debenture Trustee will notify the Company promptly of any claim for which it may seek indemnity. The Company will defend the claim and the Debenture Trustee will co-operate in the defence. The Debenture Trustee may have separate counsel and the Company will pay the reasonable fees and expenses of such Counsel. The Company need not pay for any settlement made without its consent, which consent will not be unreasonably withheld. This indemnity will survive the resignation or removal of the Debenture Trustee or the discharge of this Indenture.
- (c) The Company need not reimburse any expense or indemnify against any loss or liability incurred by the Debenture Trustee through gross negligence or bad faith or breach of the Debenture Trustee's duties hereunder.

13.16 Anti-Money Laundering

The Debenture Trustee retains the right not to act and will not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Debenture 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 legislation, regulation or guideline. Further, should the Debenture 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 legislation, regulation or guideline, then it will

have the right to resign on 10 days' written notice to the Company or any shorter period of time as agreed to by the Company, provided that:

- (a) the Debenture Trustee's written notice will describe the circumstances of such non-compliance; and
- (b) if such circumstances are rectified to the Debenture Trustee's satisfaction within such 10-day period, then such resignation will not be effective.

13.17 Acceptance of Trust

The Debenture 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 will from time to time be Debentureholders, subject to all the terms and conditions herein set forth.

13.18 Third Party Interests

Each party to this Indenture (in this paragraph referred to as a “**representing party**”) hereby represents to the Debenture Trustee that any account to be opened by, or interest to be held by, the Debenture Trustee in connection with this Indenture, for or to the credit of such representing party, 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 such representing party hereby agrees to complete, execute and deliver forthwith to the Debenture Trustee a declaration, in the Debenture Trustee prescribed form or in such other form as may be satisfactory to it, as to the particulars of such third party.

13.19 Privacy

The parties acknowledge that federal and/or provincial legislation that addresses the protection of individuals' personal information (collectively, “**Privacy Laws**”) applies to obligations and activities under this Indenture. Despite any other provision of this Indenture, neither party will take or direct any action that would contravene, or cause the other to contravene, applicable Privacy Laws. The Company will, prior to transferring or causing to be transferred personal information to the Debenture Trustee, obtain and retain required consents of the relevant individuals to the collection, use and disclosure of their personal information, or will have determined that such consents either have previously been given upon which the parties can rely or are not required under the Privacy Laws. The Debenture Trustee will use commercially reasonable efforts to ensure that its services hereunder comply with Privacy Laws. Specifically, the Debenture Trustee agrees: (a) to have a designated chief privacy officer; (b) to maintain policies and procedures to protect personal information and to receive and respond to any privacy complaint or inquiry; (c) to use personal information solely for the purposes of providing its services under or ancillary to this Agreement and not to use it for any other purpose except with the consent of or direction from the Company and the individual involved; (d) not to sell or otherwise improperly disclose personal information to any third party; and (e) to employ administrative, physical and technological safeguards to reasonably secure and protect personal information against loss, theft, or unauthorized access, use of modification.

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, governmental action or judicial order, earthquakes, or any other similar causes (including, but not limited to, 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.

ARTICLE 14 SUPPLEMENTAL INDENTURES

14.1 Supplemental Indentures

Subject to any approval that may be required pursuant to the requirements of the TSX or such other exchange on which the Common Shares and the Initial Debentures are listed and posted for trading, from time to time the Debenture Trustee and, when authorized by a resolution of the Directors, the Company, may, and they will when required by this Indenture, execute, acknowledge and deliver by their proper officers deeds or indentures supplemental hereto which thereafter will 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 the Company 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 Debenture 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 the Company 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 this Indenture or 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, will not be required in connection with the execution, acknowledgement or delivery of a supplemental indenture. The Company and the Debenture Trustee, without the consent or approval of the Debentureholders, 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. The Debenture Trustee will have the right to request a legal opinion regarding matters of United States law or the issuance of Debentures into the United States prior to or concurrently with making such amendments. Further, the Company and the Debenture 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 has 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 indenture supplemental hereto or any Written Direction of the Company provided for the issue of Debentures, providing that in the opinion of the Debenture Trustee (relying upon an opinion of Counsel) the rights of the Debentureholders are in no way prejudiced thereby.

ARTICLE 15

EXECUTION AND FORMAL DATE; CONCERNING THIS TRUST INDENTURE

15.1 Execution

This Indenture may be executed and delivered by facsimile and in counterparts, each of which when so executed and delivered will be deemed to be an original and such counterparts together constitute one and the same instrument and notwithstanding their date of execution they are deemed to be dated as of the date hereof.

15.2 Formal Date

For the purpose of convenience this Indenture may be referred to as bearing the formal date of **[Insert Date], [2024]** irrespective of the actual date of execution hereof.

15.3 Concerning this Trust Indenture

To the extent of any conflict between the description of the Debentures in any term sheet, prospectus or other offering document which qualifies for distribution any Debentures governed by this Trust Indenture, the terms and conditions of this Trust Indenture shall be paramount.

[Remainder of this page intentionally left blank.]

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

INVESQUE INC.

Per: _____

Name: Quinn Haselhorst

Title: Chief Financial Officer

**COMPUTERSHARE TRUST COMPANY OF
CANADA**

Per: _____

Name:

Title:

Per: _____

Name:

Title:

SCHEDULE A
TO THE TRUST INDENTURE BETWEEN
INVESQUE INC. AND
COMPUTERSHARE TRUST COMPANY OF CANADA
FORM OF INITIAL DEBENTURE

No. ●

CUSIP ●
ISIN ●

INVESQUE INC.

(A corporation existing under the laws of the Province of British Columbia)

9.75% Unsecured Subordinated Debentures Due ●, [2027]

Date of Issue: ●, [2027]

Maturity Date: ●, [2027]

Registered Holder: CDS & Co.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. (“CDS”) TO INVESQUE INC. 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 TO 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.

INVESQUE INC. (the “**Company**”) for value received hereby acknowledges itself indebted and, subject to the provisions of the Trust Indenture (the “**Indenture**”) dated ●, [2024] between the Company and Computershare Trust Company of Canada (the “**Debenture 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 amount of

\$●

in lawful money of the United States, as may be adjusted as set out in Exhibit 1, on presentation and surrender of this Initial Debenture at the main branch of the Debenture Trustee in Toronto, Ontario in accordance with the terms of the Indenture.

This Initial Debenture is one of the 9.75% Unsecured Subordinated Debentures (referred to herein as the “**Initial Debentures**”) of the Company issued or issuable under the provisions of the

Indenture. Reference is hereby expressly made to the Indenture for a description of the terms and conditions upon which the Initial Debentures are to be issued and held and the rights and remedies of the holders of the Initial Debentures and of the Company and of the Debenture 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 maturity date (the “**Maturity Date**”) for the Initial Debentures will be ●, [2027]. The Initial Debentures will bear interest at the rate of 9.75% per annum, payable in equal semi-annual payments, in arrears, on June 30 and December 31 in each year, the first such payment to fall due on June 30, 2025, payable after as well as before maturity and after as well as before default, with interest on amounts in default at the same rate, compounded semi-annually, computed on the basis of a 360-day year composed of twelve 30-day months.

Interest hereon will be payable (less applicable withholding taxes, if any) 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 the sending of the electronic transfer of funds, as the case may be, will, to the extent of the sum represented thereby (plus the amount of any tax withheld or deducted and remitted to the proper tax authority), satisfy and discharge all liability for interest on this Initial Debenture.

The Initial Debentures are issuable only in denominations of \$1,000 and integral multiples thereof. Upon compliance with the provisions of the Indenture, Initial Debentures of any denomination may be exchanged for an equal aggregate principal amount of Initial Debentures in any other authorized denomination or denominations.

The Initial Debentures may be redeemed at the option of the Company on the terms and conditions set out in the Indenture at the redemption price therein and herein set out. On or after the Initial Debentures Issuance Date and prior to the first anniversary of the Initial Debentures Issuance Date (the “**First Call Period**”), the Initial Debentures may be redeemed at the option of the Company in whole or in part from time to time on notice as provided for in Section 4.3 at a Redemption Price equal to 102% of the principal amount of the Initial Debentures; provided, however, that notwithstanding the foregoing, during the First Call Period up to 25% of the Initial Debentures may be redeemed at the option of the Company in whole or in part from time to time on notice as provided for in the Indenture at a Redemption Price equal to 100% of the principal amount of the Initial Debentures. In addition thereto, at the time of redemption, the Company will pay to the holder accrued and unpaid interest up to but not including the Redemption Date. On or after the expiry of the First Call Period and prior to the Maturity Date, the Initial Debentures may be redeemed at the option of the Company in whole or in part from time to time on notice as provided for in the Indenture, at a Redemption Price equal to the principal amount of the Initial Debentures. In addition thereto, at the time of redemption, the Company will pay to the holder accrued and unpaid interest up to but not including the Redemption Date.

Upon the occurrence of a Change of Control of the Company, the Company is required to make an offer to purchase all the Initial Debentures at a price equal to 101% of the principal amount of such Initial Debentures plus accrued and unpaid interest up to, but excluding, the date the Initial Debentures are so repurchased (the “**Offer**”). If 90% or more of the aggregate principal amount of the Debentures issued under the Indenture outstanding on the date the Company provides notice of a Change of Control to the Debenture Trustee have been tendered for purchase pursuant to the

Offer, the Company has the right to redeem all the remaining outstanding Initial Debentures at the same price.

If an Offer for all of the outstanding Debentures is made and 90% or more of the principal amount of all the Debentures (other than Debentures held at the date of the takeover bid by or on behalf of the Offeror, Associates or Affiliates of the Offeror or anyone acting jointly or in concert with the Offeror) are taken up and paid for by the Offeror, the Offeror will be entitled to acquire the Debentures of those holders who did not accept the Offer on the same terms as the Offeror acquired the first 90% of the principal amount of the Debentures.

The indebtedness evidenced by this Initial Debenture, and by all other Initial Debentures now or hereafter certified and delivered under the Indenture, is a direct unsecured obligation of the Company, and is subordinated in right of payment, to the extent and in the manner provided in the Indenture, to the prior payment of all Senior Indebtedness (including any indebtedness to trade creditors), whether outstanding at the date of the Indenture or thereafter created, incurred, assumed or guaranteed.

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 Debenture Trustee in Toronto, Ontario and in such other place or places and/or by such other registrars (if any) as the Company with the approval of the Debenture Trustee may designate. No transfer of this Initial Debenture will be valid unless made on the register by the registered holder hereof or its executors or administrators or other legal representatives, or his or their mandatary duly appointed by an instrument in form and substance satisfactory to the Debenture Trustee or other registrar, and upon compliance with such reasonable requirements as the Debenture 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 will be issued to the transferee in exchange hereof.

All dollar amounts expressed in this Debenture are in lawful money of United States and all payments required to be made hereunder will be made in United States dollars.

This Initial Debenture will not become obligatory for any purpose until it will have been certified by the Debenture 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 will take precedence and will govern. Capitalized words or expressions used in this Initial Debenture, unless otherwise defined herein, have the meaning attributed thereto in the Indenture.

IN WITNESS WHEREOF Invesque Inc. has caused this Initial Debenture to be signed by its duly authorized officers as of the ● day of ●, [2024].

INVESQUE INC.

Per: _____

Name: Quinn Haselhorst

Title: Chief Financial Officer

DEBENTURE TRUSTEE'S CERTIFICATE

This Initial Debenture is one of the 9.75% Unsecured Subordinated Debentures due ●, [2027] of Invesque Inc. referred to in the Indenture within mentioned.

**COMPUTERSHARE TRUST COMPANY OF
CANADA**

Per: _____

Authorized Signatory

FORM OF ASSIGNMENT

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 Invesque Inc. standing in the name(s) of the undersigned in the register maintained with respect to such Initial Debenture and does hereby irrevocably authorize and direct the Debenture Trustee to transfer such Initial Debenture in such register, with full power of substitution in the premises. All dollar amounts expressed in this Form of Assignment are in lawful money of United States.

Dated: _____

Address of Transferee: _____
(Street Address, City, Province/State and Postal/Zip Code and Country)

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 will be \$1,000 or an integral multiple thereof, unless you hold an Initial Debenture in a non-integral multiple of \$1,000 by reason of your having exercised your right to exchange upon the making of a Debenture Offer, in which case such Initial Debenture is transferable only in its entirety) to be transferred.

The signature(s) to this assignment must correspond with the name(s) as written upon the face of this 9.75% Debenture in every particular without alteration or any change whatsoever. The signature(s) must be guaranteed by one of the following methods:

1. Canada and the USA: A Medallion Signature Guarantee obtained from a member of an acceptable Medallion Signature Guarantee Program (STAMP, SEMP, MSP). Many commercial banks, savings banks, credit unions, and all broker dealers participate in a Medallion Signature Guarantee Program. The Guarantor must affix a stamp bearing the actual words "Medallion Guaranteed".
2. Canada: A Signature Guarantee obtained from a major Canadian Schedule 1 chartered bank. The Guarantor must affix a stamp bearing the actual words "Signature Guaranteed". Signature Guarantees are not accepted from Treasury Branches, Credit Unions or Caisses Populaires unless they are members of a Medallion Signature Guarantee Program.
3. Outside North America: For holders located outside North America, present the certificate(s) and/or document(s) that require a guarantee to a local financial institution that has a corresponding Canadian or American affiliate which is a member of an acceptable Medallion Signature Guarantee Program. The corresponding affiliate will arrange for the signature to be over-guaranteed.

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

Exhibit 1

TO THE GLOBAL DEBENTURE No. 001

9.75% Unsecured Subordinated Debentures due ●, [2027]

CUSIP: ●

Initial Principal Amount

US\$●

Authorization: _____

ADJUSTMENTS

[illegible]

SCHEDULE B
TO THE TRUST INDENTURE BETWEEN
INVESQUE INC. AND
COMPUTERSHARE TRUST COMPANY OF CANADA
FORM OF REDEMPTION NOTICE
INVESQUE INC.
9.75% UNSECURED SUBORDINATED DEBENTURES
REDEMPTION NOTICE

TO: Holders of 9.75% Unsecured Subordinated Debentures (the “Debentures”) of INVESQUE INC. (the “Company”)

Note: All capitalized terms used herein have the meaning attributed 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 ●, [2024] between the Company and Computershare Trust Company of Canada (the “**Debenture 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 \$● per \$1,000 principal amount of Debentures (the “**Redemption Price**”), and all accrued and unpaid interest hereon to but excluding the Redemption Date (less applicable withholding taxes, if any) (collectively, the “**Total Redemption Price**”). All dollar amounts expressed in this Form or Redemption Notice are in lawful money of United States and all payments required to be made hereunder will be made in United States dollars.

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

Computershare Trust Company of Canada
100 University Avenue 11th Floor
Toronto, Ontario
M5J 2Y1

Attention: Manager, Corporate Trust

The interest upon the principal amount of Debentures called for redemption will cease to be payable from and after the Redemption Date, unless payment of the Total Redemption Price will 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 Total Redemption Price pursuant to the Indenture.

In this connection, upon presentation and surrender of the Debentures for payment on the Redemption Date, the Company will, on the Redemption Date, make the delivery to an account specified by the Debenture Trustee, by wire transfer of immediately available funds, for delivery to and on account of the holders, cash representing the Total Redemption Price.

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DATE: _____

INVESQUE INC.

Per: _____

Name:

Title:

I/We have the authority to bind the corporation