

Trust Indenture

Providing for the Issuance of 4.000% Senior Unsecured Notes Due June 22, 2050

between

E-L Financial Corporation Limited

- and -

Computershare Trust Company of Canada

made June 22, 2020

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 INTERPRETATION	1
1.01 Definitions	1
1.02 Number and Gender	6
1.03 Meaning of "Outstanding"	7
1.04 Headings, Etc.	7
1.05 Meaning of Day	7
1.06 Day Not a Business Day	7
1.07 Applicable Law	8
1.08 Currency	8
1.09 Interest Act (Canada)	8
ARTICLE 2 NOTES	8
2.01 Issuance of Notes	8
2.02 Form and Terms of Notes	9
2.03 Signing of Notes	9
2.04 Certification	10
2.05 Interim Notes or Certificates	10
2.06 Payment of Principal and Interest	10
2.07 Notes to Rank <i>Pari Passu</i>	11
2.08 Book-Entry System	12
2.09 Register of Notes	13
2.10 Transferee Entitled to Registration	13
2.11 No Notice of Trusts	13
2.12 Register Open for Inspection	14
2.13 Restriction on Exchanges and Transfers	14
2.14 Ownership of Notes	14
2.15 Payment Free from Equities	14
2.16 Evidence of Ownership	14
2.17 Mutilation, Loss, Theft or Destruction of Notes	14
2.18 Exchanges of Notes	15
2.19 Record Date	15
2.20 Securities Transfer Legislation	15
ARTICLE 3 REDEMPTION	15
3.01 Optional Redemption	15
3.02 Places of Payments	16
3.03 Partial Redemption	16
3.04 Notice of Redemption	16
3.05 Deposit of Redemption Price	17
3.06 Payment of Redemption Price	17
3.07 Cancellation of Retired Notes	17
ARTICLE 4 OPTIONAL PURCHASE OF NOTES	17
4.01 Purchase of Notes	17

ARTICLE 5 COVENANTS OF THE ISSUER	17
5.01 To Pay Principal and Interest	18
5.02 To Preserve Status	18
5.03 To Carry on Business	18
5.04 Books and Records.....	18
5.05 Observe and Perform Covenants.....	18
5.06 Financial Statements	18
5.07 Not to Extend Time for Payment of Interest, Premium or Principal.....	19
5.08 To Provide Annual Certificate of Compliance	19
5.09 Trustee May Perform Covenants	19
5.10 Restriction on Granting of Security.....	19
ARTICLE 6 DEFAULTS AND ENFORCEMENT.....	20
6.01 Events of Default.....	20
6.02 Notice of Events of Default.....	21
6.03 Acceleration on Default.....	21
6.04 Waiver of Default	22
6.05 Enforcement by the Trustee.....	22
6.06 Suits by Noteholders.....	23
6.07 Application of Moneys by Trustee	24
6.08 Distribution of Proceeds.....	24
6.09 Remedies Cumulative.....	25
6.10 Immunity of Shareholders, Etc.	25
6.11 Judgment Against the Issuer.....	25
6.12 Limitation of Liability.....	25
ARTICLE 7 SATISFACTION AND DISCHARGE	25
7.01 Cancellation and Destruction	25
7.02 Non-Presentation of Notes.....	26
7.03 Repayment of Unclaimed Moneys	26
7.04 Discharge	27
7.05 Application of Trust Assets.....	28
ARTICLE 8 SUCCESSOR COMPANIES.....	28
8.01 Certain Requirements.....	28
8.02 Vesting of Powers in Successor.....	30
ARTICLE 9 OFFER TO REPURCHASE UPON CHANGE OF CONTROL TRIGGERING EVENT.....	30
9.01 Change of Control Offer.....	30
9.02 Notice of Change of Control Triggering Event.....	30
9.03 Deposit of Money and Delivery of Notes	31
9.04 Payment by Trustee.....	31
9.05 Third Party Offer	31
ARTICLE 10 MEETINGS OF NOTEHOLDERS.....	32
10.01 Rights to Convene Meeting.....	32
10.02 Notice of Meetings	32

10.03	Chairman	32
10.04	Quorum.....	32
10.05	Power to Adjourn	33
10.06	Show of Hands	33
10.07	Poll	33
10.08	Voting	33
10.09	Regulations.....	34
10.10	Issuer and Trustee may be Represented	34
10.11	Powers Exercisable by Extraordinary Resolution	34
10.12	Powers Cumulative	36
10.13	Minutes	36
10.14	Instruments in Writing	36
10.15	Binding Effect of Resolutions	36
ARTICLE 11 NOTICES.....		37
11.01	Notice to the Issuer	37
11.02	Notice to the Noteholders.....	37
11.03	Notice to the Trustee.....	37
11.04	Postal Disruption.....	38
ARTICLE 12 CONCERNING THE TRUSTEE.....		38
12.01	Trust Indenture Legislation.....	38
12.02	No Conflict of Interest	38
12.03	Duties of the Trustee.....	39
12.04	Reliance Upon Declarations.....	39
12.05	Replacement of Trustee.....	39
12.06	Certificate of the Issuer as Evidence	40
12.07	Experts, Advisers and Agents	40
12.08	Trustee May Deal in Notes.....	40
12.09	Investment of Moneys Held by Trustee	40
12.10	Trustee Not Ordinarily Bound.....	41
12.11	Trustee Not Required to Give Security	41
12.12	Trustee Not to be Appointed Receiver	41
12.13	Conditions Precedent to the Trustee's Obligations to Act.....	41
12.14	Acceptance of Trust.....	42
12.15	Compensation and Indemnity.....	42
12.16	Privacy Laws.....	43
12.17	Third Party Interests.....	43
12.18	Anti-Money Laundering.....	43
12.19	Force Majeure.....	43
ARTICLE 13 SUPPLEMENTAL INDENTURES.....		44
13.01	Supplemental Indentures	44
ARTICLE 14 EXECUTION AND FORMAL DATE		45
14.01	Execution.....	45
14.02	Formal Date	45
14.03	Language of Indenture.....	45

Schedule A Form of Note A-1

TRUST INDENTURE

This indenture made as of the 22nd day of June, 2020,

Between:

E-L Financial Corporation Limited, a corporation amalgamated under the laws of the Province of Ontario (hereinafter called the “**Issuer**”)

and

Computershare Trust Company of Canada, a trust company incorporated under the laws of Canada (hereinafter called the “**Trustee**”).

Recitals:

- A. WHEREAS the Issuer deems it desirable to create and issue the Notes (as hereinafter defined) pursuant to this indenture;
- B. AND WHEREAS all necessary resolutions of the Directors of the Issuer have been duly passed and other proceedings taken and conditions complied with to make the creation and issue of the Notes proposed to be issued hereunder and this indenture and the execution thereof legal, valid and effective;
- C. AND WHEREAS the foregoing recitals are made as representations and statements of fact by the Issuer and not by the Trustee;

Now therefore it is hereby covenanted, agreed and declared as follows:

ARTICLE 1 INTERPRETATION

1.01 Definitions

In this indenture and in the Notes, unless there is something in the subject matter or context inconsistent therewith or unless otherwise expressly provided, the following expressions shall have the meanings assigned below, namely:

- (a) “**this indenture**”, “**hereto**”, “**herein**”, “**hereby**”, “**hereunder**”, “**hereof**”, and similar expressions refer to this instrument and not to any particular Article, section, subsection, clause, subdivision or other portion hereof, and include any and every instrument supplemental or ancillary hereto or required to implement this instrument;
- (b) “**acting jointly or in concert**” has the meaning ascribed thereto in NI 62-104;
- (c) “**Additional Notes**” has the meaning ascribed thereto in Section 2.01;
- (d) “**affiliate**” has the meaning ascribed thereto in NI 62-104;

- (e) **“Alternate Offer”** has the meaning ascribed thereto in Section 9.05;
- (f) **“associate”**, when used to indicate a relationship between the Issuer and any Person, has the meaning ascribed thereto in the OBCA;
- (g) **“Book-Entry System”** means the record entry security transfer and pledge system administered by CDS in accordance with the operating rules and procedures of the securities settlement service of CDS in force from time to time and any successor system thereof;
- (h) **“business day”** means any day that is not a Saturday or a Sunday or a statutory or civic holiday in the City of Toronto, Ontario;
- (i) **“Canada Yield”** means, on any date, the yield to maturity on such date as determined by the arithmetic average (rounded to three decimal places) of the mid-market yield as quoted by two major Canadian investment dealers selected by the Issuer, assuming semi-annual compounding and calculated in accordance with generally accepted financial practice, which a non-callable Government of Canada bond would carry if issued in Canadian dollars in Canada at 100% of its principal amount on such date with a term to maturity approximately equal to the remaining term to the Par Call Date;
- (j) **“Canada Yield Price”** means the price in respect of the principal amount of the Notes to be redeemed, calculated as of the business day immediately prior to the business day on which the Issuer gives a notice of redemption in respect of such Notes, equal to the net present value of all scheduled payments of interest and principal on the Notes to be redeemed from the redemption date to the remaining term to the Par Call Date using a discount rate equal to the sum of the Canada Yield on such business day plus 0.745%;
- (k) **“CDS”** means CDS Clearing and Depository Services Inc. and its successors approved by the Issuer and Trustee;
- (l) **“Certificate of the Issuer”** means a written certificate of the Issuer signed in the name of the Issuer by any two of the Chairman, President and Chief Executive Officer, the Vice-President and Chief Financial Officer, the Vice-President, General Counsel and Corporate Secretary, the Vice-President, Investments or such other officers of the Issuer acceptable to the Trustee, acting reasonably, and may consist of one or more instruments so executed and **“Written Order of the Issuer”** shall mean a written order of the Issuer signed by such officers;
- (m) **“Certified Resolution”** means a copy of a resolution of the Board of Directors certified by the Vice-President, General Counsel and Corporate Secretary, the Vice-President and Chief Financial Officer or such other officer of the Issuer acceptable to the Trustee, acting reasonably, to have been duly passed and to be in full force and effect on the date of such certification;
- (n) **“Change of Control”** means the occurrence of any one of the following:
 - (i) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger, amalgamation, arrangement or consolidation that

is otherwise permitted under this indenture), in one or a series of related transactions, of all or substantially all of the properties or assets of the Issuer, to any person or group, other than any such sale to its subsidiaries or affiliates or any of their respective successors; or

- (ii) the consummation of any transaction including, without limitation, any merger, amalgamation, arrangement or consolidation the result of which is that any person or group of related persons, other than one or more members of the Jackman Family Group, becomes the beneficial owner, directly or indirectly, of more than 50% of the voting shares of the Issuer, measured by voting power rather than number of shares (but shall not include the creation of a holding corporation, trust or other person or similar transaction that does not involve a change in the beneficial ownership of the Issuer);

provided that, to the extent that one or more regulatory approvals are required for any of the transactions or circumstances described in clauses (i) or (ii) above to become effective under applicable law and such approvals have not been received before such transactions or circumstances have occurred, such transactions or circumstances shall be deemed to have occurred at the time such approvals have been obtained and become effective under applicable law;

- (o) **“Change of Control Offer”** has the meaning ascribed thereto in Section 9.01;
- (p) **“Change of Control Payment”** has the meaning ascribed thereto in Section 9.01;
- (q) **“Change of Control Payment Date”** has the meaning ascribed thereto in Section 9.02;
- (r) **“Change of Control Triggering Event”** means the occurrence of both a Change of Control and a Rating Event;
- (s) **“Consolidated Shareholders’ Equity”** means, at any given time, the aggregate of (i) the stated capital accounts for all of the Issuer’s outstanding shares; (ii) plus retained earnings, or minus deficit, as the case may be; (iii) plus accumulated other comprehensive income, or minus loss, as the case may be; and (iv) plus non-controlling interests in subsidiaries on the Issuer’s most recent audited consolidated balance sheet, in each case at such time and determined in accordance with generally accepted accounting principles in Canada;
- (t) **“control”** has the meaning ascribed thereto in NI 62-104;
- (u) **“Counsel”** means, as applicable, a barrister or solicitor or firm of barristers or solicitors retained by the Trustee or retained or employed by the Issuer and acceptable to the Trustee acting reasonably;
- (v) **“DBRS”** means DBRS Limited and its successors;
- (w) **“Director”** means a director of the Issuer for the time being and **“Directors”** or **“Board of Directors”** means the Board of Directors of the Issuer, and reference to action by the Directors means action by the Directors of the Issuer as a board;

- (x) **“Early Redemption Price”** has the meaning ascribed thereto in Section 3.01(1);
- (y) **“Events of Default”** has the meaning ascribed thereto in Section 6.01 and **“Event of Default”** means any one of them;
- (z) **“Extraordinary Resolution”** means a resolution passed by the affirmative vote of the holders of not less than 66 $\frac{2}{3}$ % of the aggregate principal amount of the Notes represented and voted at a meeting of holders of Notes which shall have been duly called and held in accordance with the provisions hereof, or contained in any instrument or instruments in writing signed in one or more counterparts by the holders of not less than 66 $\frac{2}{3}$ % of the aggregate principal amount of the then outstanding Notes;
- (aa) **“Funded Obligations”** means any debt, the principal amount of which by its terms is not payable on demand and the due date of payment of which, after giving effect to any right of extension or renewal exercisable unilaterally on the part of the obligor, is more than 18 months from the date of the creation, issue or incurring of the same;
- (bb) **“Global Note”** means a fully registered permanent global certificate representing the Notes issued and registered in the name of CDS in book-entry only form as contemplated by Section 2.08;
- (cc) **“Initial Issue Date”** has the meaning ascribed thereto in Section 2.01;
- (dd) **“Interest Payment Date”** shall mean June 22 and December 22 of each year and the first such Interest Payment Date shall be December 22, 2020 and the last such Interest Payment Date shall be the Maturity Date;
- (ee) **“Investment Dealers”** means two investment dealers selected by the Issuer, who are independent of the Issuer and are members of the Investment Industry Regulatory Organization of Canada (or if the Investment Industry Regulatory Organization of Canada shall cease to exist, such other independent investment dealers as the Issuer may select), which investment dealers shall be retained by and at the cost of the Issuer to determine the Canada Yield Price as provided in clause 1.01(j) hereof;
- (ff) **“Investment Grade Rating”** means a rating equal to or higher than BBB- (or the equivalent of any successor rating category of S&P) by S&P, BBB (low) (or the equivalent of any successor rating category of DBRS) by DBRS, or the equivalent investment grade credit rating from any other Specified Rating Agency;
- (gg) **“Issuer”** means E-L Financial Corporation Limited and every successor corporation to or of the Issuer which shall have complied with Article 8;
- (hh) **“Jackman Family Group”** means The Honourable Henry N.R. Jackman, his spouse and issue (whether natural-born or legally adopted) and spouses thereof and their issue (whether natural-born or legally adopted) and the trust created in 1969 by the father of the Honourable Henry N.R. Jackman, Henry R. Jackman (the **“Jackman Trust”**), plus Persons controlled by any one or more of the foregoing, including corporations or partnerships controlled by any one or more of the

foregoing or any trusts (other than the Jackman Trust) or estates of which any one or more of the foregoing are the principal beneficiaries; provided that in the case of trusts (other than the Jackman Trust) or estates, the Jackman Family Group will only be deemed to control that proportion of the voting shares held by such trusts or estates that it is reasonable to regard as being held, directly or indirectly, for the benefit of one or more of the foregoing individuals;

- (ii) **“Material Subsidiary”** of the Issuer means any of (i) The Empire Life Insurance Company, (ii) E-L Financial Services Limited, (iii) United Corporations Limited, or (iv) any other consolidated subsidiary of the Issuer representing at least 15% of Consolidated Shareholders’ Equity, and **“Material Subsidiaries”** means all of such entities;
- (jj) **“Maturity Date”** for any Note means June 22, 2050;
- (kk) **“Moody’s”** means Moody’s Investor Service, Inc. and its successors;
- (ll) **“NI 62-104”** means National Instrument 62-104 – *Take-Over Bids and Issuer Bids* of the Canadian Securities Administrators, in effect as of the date hereof and based on the version thereof adopted by such regulators;
- (mm) **“Noteholders”** or **“holders”** means the Persons for the time being entered in the register hereinafter mentioned as holders of Notes;
- (nn) **“Noteholders’ Request”** means an instrument signed in one or more counterparts by the holder or holders of not less than 25% in aggregate principal amount of the Notes outstanding at the time of signing, requesting the Trustee to take some action or proceeding specified therein;
- (oo) **“Notes”** means the 4.000% Senior Unsecured Notes due June 22, 2050 of the Issuer issued and certified or to be issued and certified hereunder from time to time and for the time being outstanding;
- (pp) **“OBCA”** means the *Business Corporations Act* (Ontario) and any Act that may be substituted therefor, as the same may be from time to time amended;
- (qq) **“Par Call Date”** has the meaning ascribed thereto in Section 3.01(1);
- (rr) **“Par Redemption Price”** has the meaning ascribed thereto in Section 3.01(2);
- (ss) **“Participant”** means a broker, dealer, bank or other financial institution or other Person for whom CDS effects book-entry transfers under the Book-Entry System;
- (tt) **“Person”** means an individual, legal person, corporation, company, cooperative, partnership, trust, unincorporated association or governmental body and pronouns having a similar extended meaning;
- (uu) **“Rating Event”** means the rating on the Notes is lowered to below an Investment Grade Rating by each of the Specified Rating Agencies, if there are less than three Specified Rating Agencies, or by two out of three of the Specified Rating Agencies, if there are three Specified Rating Agencies (the **“Required Threshold”**), on any

day within the 60-day period (which 60-day period will be extended so long as the rating of the Notes is under publicly announced consideration for a possible downgrade by such number of the Specified Rating Agencies which, together with Specified Rating Agencies which have already lowered their ratings on the Notes as aforesaid, would aggregate in number the Required Threshold, but only to the extent that, and for so long as, a Change of Control Triggering Event would result if such downgrade were to occur) after the earlier of (i) the occurrence of a Change of Control and (ii) public notice of the occurrence of a Change of Control or of the Issuer's intention or agreement to effect a Change of Control;

- (vv) **"Redemption Date"** has the meaning ascribed thereto in Section 3.04;
- (ww) **"Redemption Notice Date"** has the meaning ascribed thereto in Section 3.04;
- (xx) **"Redemption Price"** means, as applicable, the Early Redemption Price or the Par Redemption Price;
- (yy) **"Required Threshold"** has the meaning ascribed thereto in the definition of Rating Event;
- (zz) **"S&P"** means S&P Global Ratings and its successors;
- (aaa) **"Specified Rating Agencies"** means S&P and, if a rating of the Notes is obtained from Moody's and/or DBRS shall also include Moody's and/or DBRS, as applicable, as long as, in each case, such entity has not ceased to rate the Notes or failed to make a rating of the Notes publicly available for reasons outside of the Issuer's control; provided that if one or more of DBRS, S&P or Moody's, as applicable, ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Issuer's control, the Issuer may select any other "approved rating organization" within the meaning of National Instrument 41-101 – *General Prospectus Requirements* of the Canadian Securities Administrators as a replacement agency for such one or more of them, as the case may be;
- (bbb) **"subsidiary"** has the meaning ascribed thereto in NI 62-104;
- (ccc) **"successor company"** has the meaning ascribed thereto in Section 8.01; and
- (ddd) **"Trustee"** means the Computershare Trust Company of Canada and includes any successor to or of Computershare Trust Company of Canada acting for the time being as trustee hereunder.

1.02 Number and Gender

Words importing the singular number only shall include the plural and *vice versa* and words importing the masculine gender shall include the feminine gender and words importing individuals shall include firms and corporations and *vice versa*.

1.03 Meaning of “Outstanding”

Every Note certified and delivered by the Trustee hereunder shall be deemed to be outstanding until it shall be cancelled or delivered to the Trustee for cancellation or until moneys for the payment thereof shall be set aside under Article 7, provided that:

- (a) Notes which have been partially redeemed or purchased shall be deemed to be outstanding only to the extent of the unredeemed or unpurchased part of the principal amount thereof;
- (b) where a new Note has been issued in substitution for a Note which has been lost, stolen, mutilated, defaced or destroyed, only one of those Notes shall be counted for the purpose of determining the aggregate principal amount of Notes outstanding; and
- (c) for the purpose of any provisions of this indenture entitling holders of outstanding Notes to vote, sign consents, requisitions or other instruments or take any other action under this indenture, Notes owned directly or indirectly, legally, beneficially or equitably, by the Issuer shall be disregarded except that:
 - (i) for the purpose of determining whether the Trustee shall be protected in relying on any such vote, consent, requisition or other instrument or action, only the Notes which the Trustee knows are so owned shall be so disregarded; and
 - (ii) Notes so owned which have been pledged in good faith to the Issuer shall not be so disregarded if the pledgor shall establish to the satisfaction of the Trustee the pledgor's right to vote such Notes in his discretion free from the control of the Issuer.

1.04 Headings, Etc.

The division of this indenture into Articles and Sections, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this indenture.

1.05 Meaning of Day

Unless otherwise expressly provided for in this indenture, any reference in this indenture to anything to be calculated or recorded on, on or before, by, as of or after, any date shall mean the thing to be calculated or recorded on, on or before, by, as of or after, as the case may be, the close of business at the principal office of the Trustee in the City of Toronto on that date.

1.06 Day Not a Business Day

In the event that any day on or before which any action, including without limitation the payment of principal or interest on the Notes, is required to be taken under this indenture is not a business day, then that action shall be required to be taken on or before the requisite time on the next succeeding day that is a business day and in respect of any payment hereunder, Noteholders will not be entitled to any further interest on such principal, or to any interest on such interest or

other amount so payable, in respect of the period from the date for payment to such next business day.

1.07 Applicable Law

This indenture and the Notes shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as Ontario contracts.

1.08 Currency

The Notes shall be denominated in, and all principal of and premium, interest and other amounts on the Notes shall be payable in, Canadian dollars.

1.09 Interest Act (Canada)

For the purposes of disclosure under the *Interest Act (Canada)* and not for any other purpose, whenever in the Notes or the Indenture interest is to be calculated on the basis of a period less than a calendar year, the yearly rate of interest to which such rate is equivalent is such rate multiplied by the actual number of days in the relevant calendar year divided by 365.

**ARTICLE 2
NOTES**

2.01 Issuance of Notes

The aggregate principal amount of Notes authorized to be issued hereunder is unlimited; provided that the initial issuance of Notes hereunder shall consist of \$200,000,000 aggregate principal amount. Additional Notes (“**Additional Notes**”) ranking *pari passu* with the Notes issued on the date hereof (the “**Initial Issue Date**”) may be issued, certified and delivered under the Indenture from time to time by the Issuer without notice to or consent of any Noteholders, subject to complying with the Indenture. Any Additional Notes issued shall have the same terms and conditions as the Notes issued on the Initial Issue Date, except for their date of issue and, if applicable, issue price and first Interest Payment Date. Any such Additional Notes, together with the Notes issued on the Initial Issue Date, shall constitute the Notes under the Indenture. Upon receipt by the Trustee of:

- (a) a Certified Resolution authorizing the issue and delivery of the Notes or Additional Notes;
- (b) a Certificate of the Issuer to the effect that, so far as is known to the Persons signing the same, the Issuer is not in default in the performance of any of its covenants contained in this indenture and that it has complied with all the requirements of the OBCA and of this indenture in connection with the proposed issue of the Notes or Additional Notes;
- (c) a Written Order of the Issuer for the certification and delivery of the Notes or Additional Notes; and

- (d) an opinion of the Issuer's Counsel that all requirements imposed by this indenture or by law in connection with the proposed issue of Notes or Additional Notes have been complied with,

the Notes or Additional Notes, in definitive or interim form, may forthwith and from time to time be executed by the Issuer and certified by or on behalf of the Trustee and delivered by it to or upon the Written Order of the Issuer, without the Trustee receiving any consideration therefor.

2.02 Form and Terms of Notes

(1) The Notes authorized to be issued hereunder shall be designated "**4.000% Senior Unsecured Notes due June 22, 2050**".

(2) The Notes shall be dated as of the Initial Issue Date and Additional Notes shall be dated their date of issue. All Notes issued hereunder, including Additional Notes, shall mature on the Maturity Date. The Notes shall bear interest from and including the Initial Issue Date, or from and including the last Interest Payment Date to which interest shall have been paid or made available for payment on the Notes, whichever is later, to but excluding the date on which the Notes are repaid at the rate of 4.000% per annum (including, in the case of default, interest on all amounts overdue at the same rate) calculated and payable in amounts semi-annually in arrears on the relevant Interest Payment Dates.

(3) The Notes shall be direct senior unsecured, unsubordinated obligations of the Issuer.

(4) The Notes shall not be redeemed or purchased by the Issuer prior to their Maturity Date except as provided in Articles 3, 4 and 9 of this indenture.

(5) Subject to Section 2.08, the Notes shall be issuable in fully registered form only in minimum denominations of \$1,000 and in integral multiples thereof; shall be substantially in the form set out in Schedule A; and shall bear such distinguishing letters and numbers as the Trustee shall approve.

(6) Payment of all amounts owing in respect of the Notes or otherwise provided for hereunder shall be made in lawful money of Canada.

2.03 Signing of Notes

The Notes may but need not be under the seal of the Issuer, or a reproduction thereof (which shall be deemed to be the seal of the Issuer), and the Notes shall be signed (either manually or by facsimile signature) by any two of the Chairman, President and Chief Executive Officer, the Vice-President and Chief Financial Officer, the Vice-President, General Counsel and Corporate Secretary, the Vice-President, Investments or such other officer of the Issuer acceptable to the Trustee, acting reasonably. A facsimile signature upon any of the Notes shall for all purposes of this indenture be deemed to be the signature of the Person whose signature it purports to be and to have been signed at the time such facsimile signature is reproduced and notwithstanding that any such Person whose signature, either manual or in facsimile, may appear on the Notes does not at the date of this indenture or at the date of the Notes or at the date of the certifying and delivery thereof, hold office, the Notes shall be valid and binding upon the Issuer and shall be entitled to the benefits of this indenture.

2.04 Certification

(1) No Note shall be issued or, if issued, shall be obligatory, or shall entitle the holder to the benefits of this indenture, until it has been certified by or on behalf of the Trustee in the form set out in Schedule A hereto or in some other form approved by the Trustee. Such certification by the Trustee upon any Note shall be conclusive evidence as against the Issuer that the Note so certified has been duly issued hereunder and is a valid obligation of the Issuer and that the holder is entitled to the benefit hereof.

(2) The certification of the Trustee on any Notes issued hereunder shall not be construed as a representation or warranty by the Trustee as to the validity of this indenture or of the Notes or their issuance and the Trustee shall in no respect be liable or answerable for the use made of the Notes or any of them or the proceeds thereof. The certification of the Trustee shall, however, be a representation and warranty by the Trustee that the Notes have been duly certified by or on behalf of the Trustee pursuant to the provisions of this indenture.

2.05 Interim Notes or Certificates

Pending the delivery of definitive Notes to the Trustee, the Issuer may issue and the Trustee certify in lieu thereof interim Notes, in such forms and in such denominations and signed in such manner as provided herein, entitling the holders thereof to definitive Notes when the same are ready for delivery; or the Issuer may execute and the Trustee certify a temporary Note for the aggregate principal amount of Notes then authorized to be issued hereunder and deliver the same to the Trustee and thereupon the Trustee may issue interim certificates in such form and in such amounts, not exceeding in the aggregate the principal amount of the temporary Note so delivered to it, as the Issuer and the Trustee may approve, entitling the holders thereof to definitive Notes when the same are ready for delivery. When so issued and certified, such interim or temporary Notes or interim certificates shall, for all purposes but without duplication, rank in respect of this indenture equally with all other Notes duly issued and to be issued hereunder and, pending the exchange thereof for definitive Notes, the holders of the said interim or temporary Notes or interim certificates shall be deemed without duplication to be Noteholders and entitled to the benefit of this indenture to the same extent and in the same manner as though the exchange had actually been made. Forthwith after the Issuer shall have executed and delivered the definitive Notes to the Trustee, the Trustee shall cancel all temporary Notes, if any, and shall call in for exchange all interim Notes or certificates that shall have been issued and forthwith after such exchange shall cancel them. No charge shall be made by the Issuer or the Trustee to the holders of any interim Notes or certificates for their exchange. All interest paid upon interim or temporary Notes or interim certificates shall be noted thereon as a condition precedent to such payment unless paid by cheque to the registered holders thereof.

2.06 Payment of Principal and Interest

(1) The principal of the Notes will be paid on the Maturity Date or such earlier date as the principal amount may become due in accordance with the provisions hereof upon presentation and surrender of the Notes at the main branch of the Trustee in the City of Toronto.

(2) Notes issued hereunder, whether originally or upon exchange or in substitution for previously issued Notes, shall bear interest from and including June 22, 2020 or from and including the last Interest Payment Date to which interest shall have been paid or made available for payment on the outstanding Notes, whichever shall be the later.

(3) As interest becomes due on each Note (except at maturity or redemption, when interest will be paid upon surrender of such Note) the Issuer, either directly or through the Trustee, shall:

- (a) not less than three days prior to the date for payment thereof, send by prepaid ordinary mail a cheque for such interest (less any tax required by law to be withheld therefrom) drawn upon the Issuer and payable to the order of the then holder of such Note and addressed to him at his last address appearing on the register, unless such holder otherwise directs in writing; or
- (b) effect payment of interest by such other means as may be approved by the Trustee or as may become customary for the payment of interest on unsecured indebtedness of corporations governed by the OBCA.

In the case of joint holders of Notes the cheque shall, unless such joint holders otherwise in writing direct, be made payable to the order of all of such joint holders and if more than one address appears on the register in respect of such joint holding the cheque shall be mailed to the first address so appearing. The mailing of such cheque or making of such other payment shall, to the extent of the sum represented thereby plus the amount of tax withheld as aforesaid, satisfy and discharge all liability for interest on such Note, unless such cheque is not paid on presentment at any one of the places where such interest is, by the terms of such Note, made payable. In the event of non-receipt of any cheque for interest by the Person to whom it is so sent as aforesaid, the Issuer will directly or through the Trustee issue to such Person a replacement cheque for a like amount upon being furnished with such evidence of non-receipt as the Issuer and the Trustee shall reasonably require and upon being indemnified to their satisfaction. Notwithstanding the foregoing, if the Issuer is prevented by circumstances beyond its control (including, without limitation, any interruption of mail service) from making payment of any interest due on each Note in the manner provided above, the Issuer may make payment of such interest or make such interest available for payment in any other manner acceptable to the Trustee with the same effect as if payment had been made in the manner provided above.

(4) Interest owing to any date that is not an Interest Payment Date shall be computed on the basis of a year of 365 or 366 days, as applicable.

(5) Whenever in this indenture or the Notes there is a mention in any context of the payment of interest, such mention shall be deemed to include the payment of interest on amounts in default to the extent that, in such context, such interest is, was or would be payable pursuant to Article 2 hereof, and the express mention of interest on amounts in default in any of the provisions hereof shall not be construed as excluding such interest in those provisions hereof where such express mention is not made.

2.07 Notes to Rank *Pari Passu*

All Notes are direct senior unsecured and unsubordinated obligations of the Issuer that, in the case of the insolvency or winding-up of the Issuer, will rank at least *pari passu* with all other senior unsecured and unsubordinated indebtedness of the Issuer from time to time issued and outstanding without any preference among such senior unsecured and unsubordinated indebtedness.

2.08 Book-Entry System

(1) Notwithstanding any other provision of this indenture, the Issuer may elect to have the Notes issued hereunder represented in the form of a typewritten, English language, fully registered Global Note held by, or on behalf of, CDS as depository of the Global Note (for its Participants) and registered on the register maintained by the Trustee pursuant to Section 2.09 in the name of CDS or its nominee, and it is expressly acknowledged that any such registrations of ownership and transfers of such Global Note, or interests of Participants therein, will be made by CDS only through the Book-Entry System. Subject to this Section 2.08, the rights of the holder of any beneficial interest in the Notes represented by a Global Note (including the right to receive a certificate or other instrument evidencing an ownership interest in such Note) shall be limited to those established by any agreement (including a letter of representations of the Issuer to CDS) between the Issuer and CDS, by applicable law and agreements between CDS and its Participants and between such Participants and the holder of such beneficial interest. Accordingly, except as provided herein, neither the Issuer nor the Trustee shall be under any obligation to deliver, nor shall the holder of such interest have any right to require the delivery of, a certificate evidencing a Note to the holder of the interest in such Note, and the responsibility and liability of the Issuer in respect of notices or payments on the Notes will be limited to giving notice or making payment of any principal, premium and interest due on the Notes to CDS or its nominee. The Issuer and the Trustee hereby further acknowledge and agree that neither the Issuer nor the Trustee shall have any liability or responsibility for (i) records maintained by CDS relating to beneficial ownership interests in the Notes held by CDS or the book-entry accounts maintained by CDS, (ii) maintaining, supervising or reviewing any records relating to any such beneficial ownership interests, or (iii) any advice or representation made by or with respect to CDS and contained herein with respect to the rules and regulations of CDS or any action to be taken by CDS or at the direction of the Participants. In the event of any conflict between this indenture and any such agreement between the Issuer and CDS, the terms of any such agreement shall prevail; provided, however, that after the occurrence of an Event of Default or a breach of any of the covenants of the Issuer provided for in this indenture which breach shall have continued unremedied for a period of 60 days after the Issuer has received notice of such breach, unless the Trustee (having regard to the subject matter of the breach) shall have agreed to a longer period and, in such event, within the period agreed to by the Trustee, holders of the Notes may at any time determine (which determination shall, for greater certainty, not require an Extraordinary Resolution) that the continuation of the holding of the Notes by a book-entry only global certificate is no longer in the best interests of such holders. Upon any such determination, or if required to do so by law, or if the Book-Entry System ceases to exist, or if the Issuer determines that CDS is no longer willing or able to discharge properly its responsibilities as depository and the Issuer is unable to locate a qualified successor, or if the Issuer at its option elects to terminate the record entry system for any reason:

- (a) the Trustee shall notify CDS and shall request CDS to notify the Participants of the availability of definitive fully registered certificates;
- (b) the Trustee shall request CDS to deliver the certificate for the Global Note to the Trustee and the Trustee shall thereupon reduce the holdings of CDS on the register maintained hereunder to nil in respect of the Note represented by such global certificate;
- (c) the Issuer shall issue or cause to be issued in accordance with and subject to the provisions of this indenture in exchange for the global certificate Notes in definitive form in an aggregate amount equal to the amount of the global certificate

registered in the names of the Participants as advised by CDS in accordance with their proportionate interest in the global Note as recorded in the records maintained by CDS as at the date of the issue of the Notes in definitive form; and

- (d) after such replacement of the global certificate by definitive Notes, all payments in respect of the Notes in definitive form shall be made to the registered holders thereof in accordance with the terms and conditions of the Notes in definitive form and the provisions of this indenture and in all other respects such registered holders shall be the holders thereof for all purposes hereunder.

All expenses of the Trustee and CDS relating to the foregoing shall be paid by the Issuer.

(2) Any notice required or permitted to be given to Noteholders while the Notes are represented by a Global Note held by, or on behalf of, CDS or its nominee as part of the Book-Entry System, shall be provided to CDS.

2.09 Register of Notes

(1) The Issuer shall cause to be kept by and at the principal office of the Trustee in the City of Toronto, Ontario a register of holders in which shall be entered the names and addresses of the holders of the Notes and particulars of the Notes held by them, respectively, and a register of transfers in which shall be entered all transfers of Notes.

(2) No transfer of a Note shall be valid unless made on the aforesaid register of transfers by the registered holder or his executors, administrators or other legal representatives or his or their attorney duly appointed by an instrument in writing in form and execution satisfactory to the Trustee and upon compliance with such reasonable requirements as the Trustee and the Issuer may prescribe and with all other conditions prescribed by law, nor, except in the case where a new Note is issued upon such transfer, unless the transfer shall have been noted on the Note by the Trustee.

2.10 Transferee Entitled to Registration

The transferee of a Note shall, after the appropriate form of transfer is lodged with the Trustee and upon compliance with all other conditions in that regard required by this indenture or by law, be entitled to be entered on the register as the owner of such Note free from all equities, rights of compensation, rights of set-off or counterclaim between the Issuer and his transferor or any previous holder of such Note, save in respect of equities of which the Issuer is required to take notice by statute or by order of a court of competent jurisdiction.

2.11 No Notice of Trusts

Subject to Section 2.08, neither the Issuer nor the Trustee shall be bound to take notice of or see to the performance or observance of any duty owed to a third Person (whether under a trust, express, implied or constructive, in respect of any Note or otherwise), by the registered holder or any Person whom the Issuer or the Trustee treats, as permitted or required by law, as the owner or the registered holder of such Note 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.

2.12 Register Open for Inspection

The register referred to in Section 2.09 shall at all reasonable times be open for inspection by the Issuer, the Trustee or any Noteholder. The Trustee shall from time to time when requested to do so furnish the Issuer with a list of names and addresses of holders of registered Notes entered on the registers kept by it showing the principal amount and serial numbers of the Notes held by each such holder.

2.13 Restriction on Exchanges and Transfers

Neither the Issuer nor the Trustee shall be required to make transfers or exchanges of Notes on any Interest Payment Date for the Notes or during the 10 preceding business days.

2.14 Ownership of Notes

Unless otherwise required by law, the Person in whose name any Note is registered shall for all the purposes of this indenture be and be deemed to be the owner thereof for all purposes and payment of or on account of any principal, premium and interest on such Note shall be made only to or upon the order in writing of such registered holder whether or not such Note be overdue.

2.15 Payment Free from Equities

The registered holder for the time being of any Note shall be entitled to any principal, premium and/or interest evidenced by such instrument free from all equities, rights of compensation, rights of set-off or counterclaim between the Issuer and the original or any intermediate holder thereof save in respect of equities of which the Issuer is required to take notice by statute or by order of a court of competent jurisdiction and all Persons may act accordingly and the receipt of any such registered holder for any such principal, premium or interest shall be a good discharge to the Issuer and the Trustee for the same and neither the Issuer nor the Trustee shall be bound to inquire into the title of any such registered holder save as aforesaid.

2.16 Evidence of Ownership

The Issuer and the Trustee may treat the registered holder of any Note as the owner thereof without actual production of such Note for the purposes specified above.

2.17 Mutilation, Loss, Theft or Destruction of Notes

In case any of the Notes issued and certified hereunder shall become mutilated or defaced or be lost, stolen or destroyed, the Issuer shall, subject to the provisions of this Section, issue, and thereupon the Trustee shall certify and deliver, a new Note of like date and tenor as the one mutilated, defaced, lost, stolen or destroyed upon surrender and cancellation of the mutilated or defaced Note or in lieu of and in substitution for a lost, stolen or destroyed Note and the new Note shall be in a form approved by the Trustee and shall be entitled to the benefit of this indenture equally with all other Notes issued hereunder without preference or priority one over another. In case of loss, theft or destruction, the applicant for a substituted Note shall furnish to the Issuer and to the Trustee such evidence of loss, theft or destruction as shall be satisfactory to them in their discretion (and for such purpose an affidavit of loss shall be sufficient evidence) and may also be required to furnish an indemnity in an amount and form satisfactory to them in their

reasonable discretion. The applicant for a new Note shall pay all expenses incidental to the issuance of such substituted Note.

2.18 Exchanges of Notes

(1) Notes of any denomination may be exchanged for Notes of any other authorized denomination or denominations and in the same aggregate principal amount.

(2) Notes may only be exchanged at the principal transfer offices of the Trustee in the cities of Vancouver, British Columbia, Calgary, Alberta, Winnipeg, Manitoba, Toronto, Ontario and Montréal, Québec. Any Notes tendered for exchange shall be surrendered to the Trustee. All Notes surrendered for exchange shall be cancelled. The Issuer shall execute and the Trustee shall certify all Notes necessary to carry out exchanges as aforesaid.

(3) In every case of exchange of Notes of any denomination for other Notes and for any transfer of Notes, the Trustee may make a sufficient charge to reimburse it for any stamp tax or other governmental charge required to be paid and payment of the said charges shall be made by the party requesting such exchange or transfer as a condition precedent thereto. In addition, the Trustee may charge a reasonable charge for its services for each Note exchanged or transferred and a reasonable charge for every exchange or transfer, and payment of the said charges shall be made by the Noteholder requesting such exchange or transfer immediately upon request therefor.

2.19 Record Date

The record date for purposes of payment of principal of, Redemption Price, premium, if any, and interest on the Notes is as of 5:00 p.m. (Toronto time) on the fifth (5th) business day preceding the Maturity Date, any Redemption Date, any Interest Payment Date or any other payment date for such Notes, as applicable. Principal of, Redemption Price, premium, if any, and interest on the Notes are payable to the Person registered in a register on the relevant record date as the holder of such Notes.

2.20 Securities Transfer Legislation

Each Note is a “security” for the purposes of applicable securities transfer and personal property security laws, including, without limitation, the *Securities Transfer Act, 2006* (Ontario) and the *Personal Property Security Act* (Ontario).

ARTICLE 3 **REDEMPTION**

3.01 Optional Redemption

(1) Prior to December 22, 2049 (the “**Par Call Date**”), the Issuer shall have the right at its option, in the manner provided in this Article, to redeem all of the Notes at any time or part of the Notes from time to time, upon payment in lawful money of Canada of a redemption price equal to the greater of the Canada Yield Price and the principal amount of the Notes to be redeemed, together in each case with unpaid interest accrued thereon up to, but excluding, the applicable Redemption Date, such redemption price together with such accrued and unpaid interest constituting the “**Early Redemption Price**” of the Notes to be so redeemed.

(2) At any time on or after the Par Call Date, the Issuer shall have the right at its option, in the manner provided in this Article, to redeem all of the Notes at any time or part of the Notes from time to time, upon payment in lawful money of Canada of a redemption price equal to the principal amount of the Notes to be redeemed, together with unpaid interest accrued thereon up to, but excluding, the applicable Redemption Date, such redemption price together with such accrued and unpaid interest constituting the “**Par Redemption Price**” of the Notes to be so redeemed.

3.02 Places of Payments

The Redemption Price of the Notes called for redemption under any provision of this Article shall be payable upon presentment and surrender thereof at the place where the principal of such Notes is expressed to be payable and at such other places, if any, as may be specified in the notice of redemption referred to in Section 3.04.

3.03 Partial Redemption

(1) Any part, being an integral multiple of \$1,000 of a Note, may be called for redemption as hereinafter provided and, in each such case, all references in this indenture to redemption shall be deemed to include redemption of any such part.

(2) In case less than all the Notes are to be redeemed, the Issuer shall in each such case, at least 5 business days before the applicable Redemption Notice Date, or such lesser period of notice as the Trustee may in its sole discretion accept, notify the Trustee in writing of its intention to redeem such Notes and of the aggregate principal amount of the Notes so to be redeemed. The Notes so to be redeemed shall be selected by the Trustee on a pro rata basis (to the nearest multiple of \$1,000) in accordance with the principal amount of Notes registered in the name of each holder or in such other manner as the Trustee may select, provided that if an Event of Default hereunder has occurred and is continuing on the date of such selection, such selection shall be on such a pro rata basis. For this purpose, the Trustee may make, and from time to time amend, regulations with regard to the manner in which such Notes may be so selected and regulations so made shall be valid and binding upon all Noteholders notwithstanding the fact that, as a result thereof, one or more of such Notes become subject to redemption in part only.

(3) The holder of any Note of which part only is called for redemption shall, upon presentation of such Note and upon receiving the moneys payable by reason of such redemption, surrender such Note to the main branch of the Trustee in the City of Toronto for transmission to the Trustee and the Trustee shall cancel the same and without charge to the holder forthwith certify and deliver to the holder a new Note of the same aggregate principal amount equal to the unredeemed part of the aggregate principal amount of the Note so surrendered. In the event that any Note of which part only is called for redemption is surrendered in accordance with the foregoing, the Trustee shall provide the holder with a receipt evidencing surrender of such Note.

3.04 Notice of Redemption

The Issuer shall give notice of redemption to the registered holders of the Notes and to the Trustee on a day (the “**Redemption Notice Date**”) which is not less than 10 days and not more than 60 days prior to the date fixed for redemption (the “**Redemption Date**”) in the manner provided in Article 11. Every such notice shall, unless all the Notes then outstanding are (i) to be redeemed or (ii) represented by a Global Note, specify the distinguishing letters and numbers of the Notes to be redeemed and, if a Note is to be redeemed in part only, shall specify that part of

the principal amount thereof to be redeemed, and shall specify the Redemption Date, the Redemption Price and the places of payment applicable to such redemption and shall state that interest upon the principal amount of Notes called for redemption shall cease to be payable from and after the applicable Redemption Date.

3.05 Deposit of Redemption Price

At least one business day prior to any Redemption Date, the Issuer shall deposit, or cause to be deposited, with the Trustee an amount of money sufficient to pay the applicable Redemption Price of all Notes which are to be redeemed on such Redemption Date together with a sum sufficient to pay estimated charges and expenses which may be incurred by the Trustee in connection with such redemption. From the sums so deposited the Trustee shall pay or cause to be paid to the holders of the Notes so called for redemption, upon surrender of such Notes, the principal, interest and premium, if any, to which they are respectively entitled on such redemption.

3.06 Payment of Redemption Price

Upon notice being given in accordance with Section 3.04, the principal amount of the Notes so called for redemption shall be and become due and payable at the applicable Redemption Price, on the applicable Redemption Date and with the same effect as if it were the date of maturity specified in such Notes, anything therein and herein to the contrary notwithstanding and, from and after the applicable Redemption Date, interest upon the principal amounts so becoming due and payable shall cease unless payment of the applicable Redemption Price shall not be made on presentment for surrender of such Note at any of the places specified in Section 3.02 on or after the applicable Redemption Date and prior to the setting aside of the applicable Redemption Price pursuant to Article 7.

3.07 Cancellation of Retired Notes

All Notes redeemed under the provisions of this Article 3 shall be forthwith delivered to and cancelled by the Trustee and no Notes shall be issued in substitution therefor.

ARTICLE 4
OPTIONAL PURCHASE OF NOTES

4.01 Purchase of Notes

At any time when the Issuer is not in default hereunder, it may purchase Notes in the open market or by tender to all holders of Notes or by private contract at any time and at any price. All Notes purchased by the Issuer under the provisions of this Article 4 shall be delivered to the Trustee for cancellation and shall not be reissued.

ARTICLE 5
COVENANTS OF THE ISSUER

The Issuer hereby covenants and agrees with the Trustee for the benefit of the Trustee and the Noteholders as follows:

5.01 To Pay Principal and Interest

That the Issuer will duly and punctually pay or cause to be paid to every Noteholder or, in accordance with Section 7.02 hereof, to the Trustee on behalf of each Noteholder referred to in Section 7.02, the principal of and interest accrued on (including, in case of default, interest on all amounts overdue at the rate specified) the Notes of which he is the holder on the dates, at the places, in the moneys, and in the manner mentioned in this indenture and the Notes.

5.02 To Preserve Status

That, subject to the express provisions hereof, the Issuer will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence and rights.

5.03 To Carry on Business

That, except as herein otherwise expressly provided, the Issuer will itself or through subsidiaries carry on and conduct its business in a proper, efficient and businesslike manner and in accordance with good business practice.

5.04 Books and Records

That the Issuer shall keep proper books of account in accordance with generally accepted accounting principles.

5.05 Observe and Perform Covenants

That the Issuer will not do or omit to do any act that could, with the passage of time, the giving of notice or otherwise, create an Event of Default.

5.06 Financial Statements

(1) That the Issuer will, upon the written request of the Trustee, furnish to the Trustee a copy of all publicly filed financial statements, whether annual or interim, of the Issuer and the report, if any, of the Issuer's auditors thereon and of all annual and other periodic reports of the Issuer furnished to its shareholders.

(2) That the Issuer will, upon the written request of the Trustee, notwithstanding that the Issuer may not be required to remain subject to the reporting requirements of applicable Canadian securities laws or otherwise report on an annual and quarterly basis on forms provided for such annual and quarterly reporting pursuant to rules and regulations promulgated by the applicable Canadian securities regulatory authorities, furnish to the Trustee:

- (a) within 90 days after the end of each fiscal year, the annual financial statements of the Issuer and the report of the Issuer's auditors thereon, required to be provided under the laws of Canada or any province thereof to security holders of a company with securities listed on The Toronto Stock Exchange whether or not the Issuer has securities so listed; and
- (b) within 45 days after the end of each of the first three fiscal quarters of each fiscal year, the unaudited interim financial statements of the Issuer required to be provided under the laws of Canada or any province thereof to security holders of

a company with securities listed on The Toronto Stock Exchange, whether or not the Issuer has any of its securities so listed.

Such financial statements will be prepared in accordance with generally accepted accounting principles in Canada. Notwithstanding the foregoing, such financial statements shall be deemed provided to the Trustee pursuant to this Section 5.06(2) if such financial statements have been filed by the Issuer with the applicable Canadian securities regulatory authorities and are publicly available.

5.07 Not to Extend Time for Payment of Interest, Premium or Principal

That, in order to prevent any accumulation after maturity of interest, any premium or of unpaid principal of the Notes, the Issuer will not directly or indirectly extend or assent to the extension of time for payment of any interest or premium upon any Notes or of any principal payable in respect of any Notes and that it will not directly or indirectly be or become a party to or approve any such arrangement by funding any payment of any interest or premium upon said Notes or any principal thereof or in any other manner; and that the Issuer shall and will deliver to the Trustee all Notes when paid as evidence of such payment. In case the time for the payment of any such interest, premium or principal shall be so extended, whether or not such extension be by or with the consent of the Issuer, notwithstanding anything herein or in the Notes contained, such interest, premium and/or principal shall not be entitled in case of default hereunder to the benefit of this indenture except the principal of all the Notes and of all interest or premium on such Notes the payment of which has not been so extended.

5.08 To Provide Annual Certificate of Compliance

That the Issuer shall, on or before April 30, 2021 and on or before April 30 in each subsequent year and at any other time if requested by the Trustee, furnish the Trustee with a Certificate of the Issuer stating that the Issuer has complied with all covenants, conditions and other requirements contained in this indenture, non-compliance with which would, with the giving of notice or the lapse of time or both, constitute an Event of Default hereunder or, if such is not the case, specifying the covenant, condition or other requirement that has not been complied with and giving particulars of such non-compliance and the action, if any, the Issuer proposes to take with respect thereto.

5.09 Trustee May Perform Covenants

That if the Issuer shall fail to perform any covenant on its part herein contained, the Trustee may in its discretion, but (subject to Section 6.03) need not, notify the Noteholders of such failure or itself may but need not perform any of said covenants capable of being performed by it and, if any such covenant requires the payment or expenditure of money, it may make such payment or expenditure with its own funds, or with money borrowed by or advanced to it for such purpose, but shall be under no obligation so to do; and all sums so expended or advanced shall be repayable by the Issuer in the manner provided in Section 12.15, but no such performance, expenditure or disbursement by the Trustee shall be deemed to relieve the Issuer of any default hereunder of its continuing obligations and the covenants contained herein.

5.10 Restriction on Granting of Security

That so long as any Notes remain outstanding, the Issuer shall not create or suffer to exist any mortgage, hypothec, pledge, charge or other encumbrance (whether fixed or floating) on any

of its present or future assets to secure any obligation unless at the same time it shall, in the opinion of the Issuer's Counsel, secure or cause to be secured equally and rateably with such obligation all of the Notes then outstanding by the same instrument or by other instruments in form and substance satisfactory to such Counsel; provided that this covenant shall not apply to:

- (a) any security for any debt of the Issuer, the amount of which, when aggregated with the amount of all other debt of the Issuer then outstanding in respect of which such a security interest has been given, excluding any security given pursuant to the exceptions in subparagraphs (b) to (d), would not exceed 15% of Consolidated Shareholders' Equity;
- (b) any security on (A) any asset (including shares) acquired or held by the Issuer to secure debt of the Issuer incurred solely for the purpose of financing the acquisition, construction, research, development or improvement of such asset or (B) shares of a subsidiary organized solely to acquire any such asset;
- (c) the assumption by the Issuer of any security in existence on any asset at the time of acquisition thereof, including any such assumption consequent upon any amalgamation, merger, arrangement or other corporate reorganization;
- (d) any security given (other than on shares or fixed assets) in the ordinary course of business and for the purpose of carrying on the same, to any bank or other lender to secure any debt of the Issuer that is not Funded Obligations;
- (e) the extension, renewal or refunding of any security permitted under subparagraphs (b) to (d) to the extent of the principal amount of debt of the Issuer secured by and owing under any such security interest at the time of such extension, renewal or refunding; or
- (f) liens not related to the borrowing of money incurred or arising by operation of law in the ordinary course of business.

ARTICLE 6

DEFAULTS AND ENFORCEMENT

6.01 Events of Default

The following events are herein sometimes referred to as "**Events of Default**":

- (a) if the Issuer or any Material Subsidiary becomes insolvent, bankrupt, or an order for the winding-up or liquidation of the Issuer or any Material Subsidiary is made by a court of competent jurisdiction or any such court issues an order of sequestration or process of execution against, or against any substantial part of, the property of the Issuer or any Material Subsidiary or appoints a receiver of the Issuer or any Material Subsidiary or any substantial part of their respective property, or ordering the winding-up or liquidation of their respective affairs unless the Issuer or such Material Subsidiary, as the case may be, actively and diligently contests in good faith such decree or order and has such decree or order stayed on or before 60 business days after the issue of such decree or order by court;

- (b) if a resolution is passed for the winding-up or liquidation of the Issuer other than a resolution of the Issuer passed in the course of carrying out or pursuant to a transaction in respect of which the conditions of Section 8.01 are duly observed and performed, or if the Issuer or any Material Subsidiary institutes proceedings to be adjudicated bankrupt or insolvent, or consents to the institution of bankruptcy or insolvency proceedings against it, respectively, or consents or does not object within the time limit therefor to the filing of any such petition or to the appointment of a receiver of the Issuer or such Material Subsidiary or any substantial part of its respective property, or makes a general assignment for the benefit of its respective creditors, or admits in writing its inability to pay its debts generally as they became due or take corporate action in furtherance of any of the aforesaid purposes;
- (c) if the Issuer defaults in the payment of the principal of any Note when the same shall become due under any provision of this indenture or defaults in the payment of any interest or premium due on the Notes under this indenture, and such default continues for a period of 30 days;
- (d) if the Issuer defaults in the performance of any other covenant or condition contained in this indenture and such default continues for a period of 60 days after written notice of the default is given to the Issuer by the Trustee or the holder or holders of not less than 10% in aggregate principal amount of the Notes outstanding at the time such notice is given; and
- (e) if the Issuer defaults in the payment of principal, premium or interest in an aggregate amount exceeding \$50,000,000 due and payable under any evidence of indebtedness of the Issuer for borrowed money, other than as provided in paragraph (c) above.

6.02 Notice of Events of Default

(1) If an Event of Default shall occur and be continuing, the Trustee shall, within a reasonable time, but not exceeding 30 days, after it receives written notice specifying the occurrence of, or otherwise becomes aware of, such Event of Default, give notice of such Event of Default to the Noteholders in the manner provided in Section 11.02, provided that, notwithstanding the foregoing, unless the Trustee shall have been requested to do so by a Noteholders' Request, the Trustee shall not be required to give such notice if the Trustee reasonably believes that the withholding of such notice is in the best interest of the Noteholders and shall have so advised the Issuer in writing.

(2) When notice of the occurrence of an Event of Default has been given under subsection 6.02(1) and the Event of Default is thereafter cured, notice that the Event of Default is no longer continuing shall be given by the Trustee to the Noteholders in the manner provided in Section 11.02 within a reasonable time, but not exceeding 30 days, after the Trustee becomes aware that the Event of Default has been cured.

6.03 Acceleration on Default

(1) In case of an Event of Default having occurred and being continuing, the Trustee may, in its discretion, and shall upon receipt of a Noteholders' Request, subject to the provisions of Section 6.04, by notice in writing to the Issuer declare the principal of and interest on all Notes then outstanding and all other moneys outstanding hereunder with respect to the Notes to be due

and payable and the same shall forthwith become immediately due and payable to the Trustee, anything therein or herein to the contrary notwithstanding, and the Issuer shall forthwith pay to the Trustee in trust for the benefit of the Noteholders the principal of and accrued and unpaid interest (including interest on amounts in default) on the Notes together with interest at the same rate on such principal, interest and other moneys payable hereunder from the date of default until payment is received by the Trustee. Such payment when made shall be deemed to have been made in discharge of the Issuer's obligations hereunder with respect to the Notes and under the Notes and any moneys so received by the Trustee shall be applied in the manner provided in Section 6.07.

(2) Nothing in this Article shall be deemed to prevent the Trustee or, subject to Section 6.06, the holder of any Note from proving claims in any insolvency or winding up proceedings for such amounts in respect of the Notes as they may be permitted to claim under the laws applicable to such insolvency or winding up proceedings or from receiving payment of any such amounts.

6.04 Waiver of Default

Upon the happening of any Event of Default, the Trustee, so long as it has not become bound to declare the principal of and interest on the Notes then outstanding and all other moneys outstanding hereunder with respect to the Notes to be due and payable or to obtain or enforce payment of the same, shall have power to waive any default hereunder if, in the Trustee's opinion, the same shall have been remedied or adequate satisfaction made therefor, and in such event to cancel any such declaration theretofore made by the Trustee in the exercise of its discretion, upon such terms and conditions as the Trustee may deem advisable; provided that no act or omission either of the Trustee or of the Noteholders in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default hereunder or the rights resulting therefrom.

6.05 Enforcement by the Trustee

(1) Subject to the provisions of Section 6.04 and 12.13 and to the provisions of any Extraordinary Resolution that may be passed by the Noteholders, in case the Issuer shall fail to pay to the Trustee, forthwith after the same shall have been declared to be due and payable under Section 6.03 hereof, the principal of and interest on the Notes then outstanding, together with any other amounts due thereunder, the Trustee may in its discretion and shall upon receipt of a Noteholders' Request proceed in its name on behalf of and as holder of a power of attorney for the holders of the Notes to obtain or enforce payment of the said principal of and interest on all the Notes then outstanding together with any other amounts due thereunder by such proceedings authorized by this indenture or by law or equity as the Trustee in such request shall have been directed to take, or if such request contains no such direction, or if the Trustee shall act without such request, then by such proceedings authorized by this indenture or by suit at law or in equity as the Trustee shall deem expedient.

(2) The Trustee shall be entitled and empowered in its own name as holder of a power of attorney for the holders of the Notes 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 claim of the Trustee and of the holders of the Notes allowed in any insolvency, bankruptcy, liquidation or other judicial proceedings relative to the Issuer or its creditors or relative to or affecting its property. The Trustee is hereby irrevocably appointed (and the successive respective holders of the Notes by taking and holding the same shall be conclusively deemed to have so appointed the Trustee) the true and lawful holder of a power of attorney for the respective holders of the Notes

with authority to make and file in the respective names of the holders of the Notes, subject to deduction from any such claims of the amounts of any claims filed by any of the holders of the Notes 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 Notes as may be necessary or advisable in the opinion of the Trustee, in order to have the respective claims of the Trustee and of the holders of the Notes against the Issuer or its property allowed in any such proceeding, and to receive payment of or on account of such claims; provided, however, that nothing contained in this indenture shall be deemed to give to the Trustee, unless so authorized by Extraordinary Resolution, any right to accept or consent to any plan of reorganization or otherwise by action of any character in such proceeding to waive or change in any way any right of any Noteholder.

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

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

6.06 Suits by Noteholders

No holder of any Note shall 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 or premium on the Notes or for the execution of any trust or power hereunder or for the appointment of a liquidator or receiver or for a receiving order or to have the Issuer wound up or to file or prove a claim in any liquidation or bankruptcy proceeding or for any other remedy hereunder unless:

- (a) such holder shall previously have given to the Trustee written notice of the happening of an Event of Default;
- (b) the holders of Notes by Extraordinary Resolution or by a Noteholders' Request to the Trustee have requested the Trustee to institute proceedings in respect of such Event of Default in the name of the Trustee on behalf of and as holder of a power of attorney for the holders of the Notes (unless such Noteholders' Request is subsequently rescinded by instrument in writing signed by the holders of a majority in aggregate principal amount of the outstanding Notes);
- (c) the holders of Notes or any of them shall have furnished to the Trustee, when so requested by the Trustee, sufficient funds and security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby; and

- (d) the Trustee shall have failed to act within 30 days after such notification, request and offer of indemnity.

If any holder of a Note shall, acting on behalf of himself and all other holders of Notes, be entitled to institute any action or proceeding in accordance with this Section 6.06, the Issuer shall, in addition to the other moneys payable hereunder, pay to such holder if such action or proceeding is substantially successful the reasonable costs and expenses (excluding any legal costs and expenses) incurred in connection therewith.

6.07 Application of Moneys by Trustee

Except as herein otherwise expressly provided, any moneys received by the Trustee from the Issuer pursuant to the foregoing provisions of this Article 6, or as a result of legal or other proceedings or from any trustee in bankruptcy or liquidator of the Issuer shall be held in trust for the benefit of the Noteholders and shall be applied, together with any other moneys in the hands of the Trustee available for such purposes, as follows:

- (a) first, in payment or in reimbursement to the Trustee of its compensation, costs, charges, expenses, borrowings, advances or other moneys furnished or provided by or at the instance of the Trustee in or about the execution of its trusts under, or otherwise in relation to, this indenture;
- (b) second, but subject to the provisions of Section 7.02 and as hereinafter in this Section 6.07 provided, in payment of the principal of, any premium and accrued and unpaid interest then due on the Notes then outstanding and interest on amounts in default in the priority of principal first and then any premium and 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 among principal, any premium and interest as may be directed by such Extraordinary Resolution; and
- (c) third, in payment of the surplus, if any, of such moneys to the Issuer or its assigns.

6.08 Distribution of Proceeds

Payments to holders of Notes pursuant to clause (b) of Section 6.07 shall be made as follows:

- (a) at least 10 business days' notice of every such payment shall be given in the manner provided in Section 11.02 specifying the time when and the place or places where the Notes are to be presented and the amount of the payment and the application thereof as between principal and interest;
- (b) payment of any Note shall be made upon presentation thereof at any one of the places specified in such notice and any such Note thereby paid in full shall be surrendered, otherwise a memorandum of such payment shall be endorsed thereon; but the Trustee may in its discretion dispense with presentation and surrender or endorsement in any special case upon such indemnity being given as it shall deem sufficient;

- (c) from and after the date of payment specified in the notice, interest shall accrue only on the amount owing on each Note after giving credit for the amount of the payment specified in such notice unless the Note in respect of which such amount is owing be duly presented on or after the date so specified and payment of such amount be not made; and
- (d) the Trustee shall not be required to make any interim payment to Noteholders unless the moneys in its hands, after reserving therefrom such amount as the Trustee may think necessary to provide for the payments mentioned in clause (a) of Section 6.07, exceed 5% of the aggregate principal amount of the Notes then outstanding.

6.09 Remedies Cumulative

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

6.10 Immunity of Shareholders, Etc.

The Noteholders and the Trustee hereby waive and release any right, cause of action or remedy now or hereafter existing in any jurisdiction against any past, present or future incorporator, shareholder, Director or officer of the Issuer, or of any successor corporation for the payment of the principal of or interest or premium on any of the Notes or on any covenant, agreement, representation or warranty by the Issuer herein or in the Notes contained.

6.11 Judgment Against the Issuer

The Issuer covenants and agrees with the Trustee that, in case of any judicial or other proceeding to enforce the rights of the Noteholders, judgment may be rendered against it in favour of the Noteholders or in favour of the Trustee, as trustee for the Noteholders, for any amount that may remain due in respect of the Notes and the interest thereon and any other moneys owing thereunder.

6.12 Limitation of Liability

The obligations hereunder are not personally binding upon, nor shall resort hereunder be had to, the Directors or shareholders of the Issuer or any of the past, present or future Directors or shareholders of the Issuer or any of the past, present or future officers, employees, mandatories or agents of the Issuer, but only the property of the Issuer shall be bound in respect hereof.

ARTICLE 7 SATISFACTION AND DISCHARGE

7.01 Cancellation and Destruction

All matured Notes shall forthwith after payment thereof be delivered to the Trustee and cancelled by it. All Notes cancelled or required to be cancelled under this or any other provision of this indenture shall be destroyed by the Trustee (in the presence of a representative of the

Issuer if requested in writing by the Issuer) and the Trustee shall prepare and furnish to the Issuer a destruction certificate in respect of the Notes so destroyed.

7.02 Non-Presentation of Notes

In case the holder of any Note shall fail to present the same for payment on the date on which the principal thereof and/or the interest or any premium thereon or represented thereby becomes payable either on the Maturity Date, a Redemption Date or otherwise, or shall not accept payment on account thereof and give such receipt therefor, if any, as the Trustee may require:

- (a) the Issuer shall be entitled to pay to the Trustee and direct it to set aside; or
- (b) in respect of moneys in the hands of the Trustee that may or should be applied to the payment of the Notes or any amount of interest thereon, the Issuer shall be entitled to direct the Trustee to set aside; or
- (c) if the payment was pursuant to notice given by the Trustee, the Trustee may itself set aside;

moneys in respect of the principal, any premium and/or the interest, as the case may be, in trust to be paid to the holder of such Note upon due presentation or surrender thereof in accordance with the provisions of this indenture; and thereupon the moneys in respect of the principal, any premium and/or the interest payable on or represented by each Note in respect of which such moneys have been set aside shall be deemed to have been paid and, in the case of the payment of principal, any premium and any interest at maturity or on a Redemption Date, the Note in respect of which payment shall have been deemed to be made shall be deemed to have been cancelled and the holder thereof shall thereafter have no right in respect thereof except that of receiving payment of the moneys so set aside by the Trustee upon due presentation and surrender thereof, subject always to the provisions of Section 7.03.

7.03 Repayment of Unclaimed Moneys

Subject to any applicable laws with respect to the deposit of unclaimed moneys with any public authority and to any applicable law of prescription or statutory limitation, any moneys set aside under Section 7.02 and not claimed by and paid to holders of Notes as provided in Section 7.02 within six years after the date of such setting aside shall be repaid to the Issuer by the Trustee on demand and thereupon the Trustee shall be released from all further liability with respect to such moneys and thereafter the holders of the Notes in respect of which such moneys were so repaid to the Issuer shall have no rights in respect thereof except to obtain payment of the moneys due thereon from the Issuer.

7.04 Discharge

(1) Upon proof being given to the reasonable satisfaction of the Trustee of compliance with the following conditions:

- (a) that the Issuer has paid and discharged or provided for the payment and discharge of the entire indebtedness on all Notes outstanding hereunder in any one or more of the following ways:
 - (i) by paying or causing to be paid the principal, the premium, if any, and interest (including interest on all amounts in default), on all Notes outstanding hereunder as and when the same became due and payable;
 - (ii) by depositing with the Trustee, or making due provision for the payment of, an amount (in cash or, in the case of due provision, by way of securities as hereinafter in this section provided for) sufficient to pay principal, the premium, if any, and interest (including interest on all amounts in default) to maturity on all Notes outstanding hereunder, any such amount (or securities or instruments) to be deposited in trust with the Trustee for the purpose of such payment and discharge; and/or
 - (iii) by delivering to the Trustee, for cancellation by it, all Notes outstanding hereunder;
- (b) that all other moneys (if any) payable hereunder have been paid or satisfied;
- (c) that all reasonable costs, charges and expenses properly incurred by the Trustee in relation to these presents and all interest thereon, the remuneration of the Trustee and any other amount howsoever owing to it hereunder have been paid or provision satisfactory to the Trustee has been made therefor; and
- (d) the Issuer has delivered to the Trustee an Certificate of the Issuer and an opinion of the Issuer's Counsel each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this indenture have been complied with;

the Trustee shall, upon a Written Order of the Issuer and at the expense of the Issuer, execute and deliver to the Issuer such instruments as shall be requisite to evidence the satisfaction of the obligations of the Issuer under this indenture and to release the Issuer from its covenants herein contained except those relating to the indemnification of the Trustee.

(2) For the purposes of subparagraph 7.04(1)(a)(ii) hereof and notwithstanding the satisfaction and discharge of the indenture, the rights of registration and registration of transfers or exchange of Notes herein provided for shall survive the satisfaction and discharge of this indenture until the earlier of:

- (a) all Notes theretofore authenticated and delivered have been cancelled or delivered to the Trustee for cancellation; or
- (b) all such Notes not theretofore cancelled or delivered to the Trustee for cancellation have become due and payable and for which payment moneys in the necessary

amounts have been theretofore deposited with the Trustee as provided in subparagraph 7.04(1)(a)(ii) hereof.

(3) For the purposes of this Section 7.04, the Issuer shall be deemed to have made such due provision for payment if it shall have deposited or caused to be deposited with the Trustee securities issued or guaranteed by the Government of Canada or by any province of Canada or any other securities or instruments acceptable to the Trustee, the proceeds from which will provide moneys which will be sufficient to pay the indebtedness referred to in subparagraph 7.04(1)(a)(ii).

7.05 Application of Trust Assets

All securities, instruments or moneys deposited with the Trustee pursuant to Section 7.04 shall be held in trust and applied by the Trustee in accordance with the provisions of the Notes to the payment, to the holders of the Notes for whose payment or redemption such securities, instruments or moneys have been deposited, of all sums due and to become due thereon for principal and interest.

ARTICLE 8 SUCCESSOR COMPANIES

8.01 Certain Requirements

The Issuer shall not, so long as any of the Notes are outstanding, directly or indirectly, continue its existence under the law of any jurisdiction other than the *Canada Business Corporations Act* or the law of any province of Canada, or enter into any merger, arrangement, reorganization, consolidation, amalgamation, sale, conveyance (including by way of liquidation), disposal, lease or other transaction, either in one such transaction or a series of transactions, and whether at the same time or over a period of time, whereby all or substantially all of its undertaking or assets would become the property of any other Person (any such other Person being herein referred to as a “**successor company**”) unless:

- (a) the transaction is an amalgamation of the type referred to in subsection 177(1) or (2) of the OBCA (or, in each case, any successor provision thereto) and the Issuer shall have delivered a Certificate of the Issuer to that effect; or
- (b) the transaction is an amalgamation of the Issuer with one or more other companies pursuant to an amalgamation agreement under the applicable provisions of the OBCA or is another transaction pursuant to which the successor company is the Issuer, and
 - (i) the successor company resulting from such amalgamation is subject to all the duties, liabilities and obligations of the Issuer under this indenture and the Notes;
 - (ii) no condition or event exists as to the Issuer or the successor company either at the time of or immediately after the consummation of any such amalgamation or other transaction and after giving full effect thereto that constitutes or would with the giving of notice or lapse of time constitute an Event of Default or the violation of any covenant or condition of this indenture; and

- (iii) the Issuer shall have delivered a Certificate of the Issuer and shall either deliver an opinion of the Issuer's Counsel or shall satisfy the Trustee in each case that the conditions precedent in subparagraphs (i) and (ii) hereof relating to such amalgamation or such other transaction have been fulfilled; or
- (c) the transaction is a continuance, and
 - (i) such continuance is on such terms as not to materially prejudice any of the rights and powers of the Trustee or of the Noteholders hereunder;
 - (ii) the successor company resulting from the continuance is subject to all the duties, liabilities and obligations of the Issuer under this indenture and the Notes;
 - (iii) no condition or event exists as to the Issuer or the successor company either at the time of or immediately after the consummation of any such continuance and after giving full effect thereto that constitutes or would with the giving of notice or lapse of time constitute an Event of Default or the violation of any covenant or condition of this indenture; and
 - (iv) the Issuer shall have delivered a Certificate of the Issuer and shall either deliver an opinion of the Issuer's Counsel or shall satisfy the Trustee in each case that the conditions precedent in subparagraphs (i) to (iii) hereof relating to such continuance have been fulfilled; or
- (d) the successor company, if other than the Issuer, executes, prior to or contemporaneously with the consummation of any such transaction, an indenture supplemental hereto together with such other instruments as are necessary or advisable to evidence the assumption by the successor company of the due and punctual payment of all the Notes and the interest thereon and all other moneys payable hereunder and the covenant of the successor company to pay the same and its agreement to observe and perform all the covenants and obligations of the Issuer under this indenture, and
 - (i) such transaction is on such terms as not to materially prejudice any of the rights and powers of the Trustee or of the Noteholders hereunder;
 - (ii) no condition or event exists as to the Issuer or the successor company either at the time of or immediately after the consummation of any such transaction and after giving full effect thereto that constitutes or would with the giving of notice or lapse of time constitute an Event of Default or violation of any covenant or condition of this indenture; and
 - (iii) the Issuer shall (A) have delivered to the Trustee a Certificate of the Issuer stating that such arrangement, reorganization, consolidation, merger, amalgamation, sale, conveyance or disposal or other transaction and such supplemental indenture, if any, comply with this paragraph (d) and that all conditions precedent herein provided for relating to such transaction have been complied with, and (B) have satisfied the Trustee or have delivered

an opinion of the Issuer's Counsel to the effect that all such conditions have been complied with.

8.02 Vesting of Powers in Successor

Whenever the conditions of Section 8.01 have been duly observed and performed the successor company shall possess and from time to time may exercise each and every right and power of the Issuer under this indenture in the name of the Issuer or otherwise and any act or proceeding by any provision of this indenture required to be done or performed by any Directors or officers of the Issuer may be done and performed with like force and effect by the directors or officers of such successor company.

ARTICLE 9

OFFER TO REPURCHASE UPON CHANGE OF CONTROL TRIGGERING EVENT

9.01 Change of Control Offer

If a Change of Control Triggering Event occurs, unless the Issuer has exercised its optional right to redeem all of the Notes pursuant to Article 3, the Issuer will be required to make an offer to each Noteholder to purchase all or, at the option of each Noteholder, any part (equal to \$1,000 or an integral multiple thereof) of each Noteholder's Notes on the terms set forth in this Article 9 (the "**Change of Control Offer**"). In the Change of Control Offer, the Issuer will be required to offer payment in cash equal to 101% of the outstanding aggregate principal amount of Notes together with accrued and unpaid interest, if any, to the date of purchase (the "**Change of Control Payment**"), subject to the right of Noteholders on the relevant record date to instead receive such accrued and unpaid interest due on an interest payment date that is on or prior to such date of purchase.

9.02 Notice of Change of Control Triggering Event

Within 30 days following the date upon which any Change of Control Triggering Event occurred or, at the Issuer's option, prior to any Change of Control (but after public announcement of the proposed Change of Control), the Issuer shall be required to deliver a written notice to each Noteholder, electronically or by first class mail at the address of such holder appearing in the register or otherwise in accordance with the procedures of CDS, describing the transaction or transactions that constitute or may constitute the Change of Control Triggering Event and offering to purchase the Notes on the payment date specified in the notice (the "**Change of Control Payment Date**"), which date will be no earlier than 30 days and no later than 60 days from the date such notice is given. The notice will, if delivered prior to the date of consummation of the Change of Control Triggering Event, state that the Change of Control Offer is conditioned on a Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date, if applicable. The Issuer must comply with the requirements of securities laws and the regulations thereto to the extent applicable in connection with the purchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any applicable securities laws or regulations conflict with the provisions of this Article 9, the Issuer shall instead comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Article 9 by virtue of such conflict. On and after the Change of Control Payment Date, interest will cease to accrue on the Notes or portions of the Notes accepted for purchase pursuant to the associated Change of Control Offer unless the Issuer defaults in payment of the amount due on the Change of Control Payment Date in respect of such Notes. Notwithstanding anything to the contrary in this indenture, a Change of Control Offer (including

any Alternate Offer pursuant to Section 9.05) may be made in advance of a Change of Control Triggering Event, conditional upon such Change of Control Triggering Event, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

9.03 Deposit of Money and Delivery of Notes

On the Change of Control Payment Date, the Issuer shall, to the extent lawful:

- (a) accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;
- (b) deposit with the Trustee, before 10:00 a.m. (Toronto time), an amount of money equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer, and
- (c) deliver or cause to be delivered to the Trustee the Notes properly accepted, together with a certificate of the Issuer stating the aggregate principal amount of the Notes or portions of Notes being purchased by the Issuer.

9.04 Payment by Trustee

The Trustee will as soon as reasonably practicable pay to each Noteholder of properly tendered Notes an amount equal to the Change of Control Payment in respect of such Notes either, at the Trustee's option, by mailing (first class mail, postage prepaid) a cheque to such Noteholder or by means of a wire transfer in accordance with the applicable payment procedures of CDS, and the Trustee will as soon as reasonably practicable certify and mail (first class mail, postage paid) (or cause to be transferred by book-entry) to each such Noteholder a new Note equal in principal amount to any unpurchased portion of any Note surrendered; provided that each new Note will be in a minimum principal amount of \$1,000 or integral multiples of \$1,000 in excess thereof.

9.05 Third Party Offer

The Issuer will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if (1) a third party makes such an offer (an "**Alternate Offer**") substantially in the manner, at the times and otherwise substantially in compliance with the requirements for a Change of Control Offer (and for at least the same purchase price payable in cash) and such third party purchases all Notes properly tendered and not withdrawn under its Alternate Offer or (2) a notice of redemption of all outstanding notes has, prior to or concurrently with such Change of Control Triggering Event, been given pursuant to Section 3.04, unless and until there is a default in the payment of the Redemption Price on the applicable Redemption Date or the redemption is not consummated due to the failure of a condition precedent contained in the applicable redemption notice to be satisfied.

ARTICLE 10
MEETINGS OF NOTEHOLDERS

10.01 Rights to Convene Meeting

The Trustee may at any time and from time to time and shall on receipt of a Written Order of the Issuer or a Noteholders' Request and upon being indemnified to its reasonable satisfaction by the Issuer or by the Noteholders signing such request against the costs that may be incurred in connection with the calling and holding of such meeting and, in the case of receipt of a Noteholders' Request, upon receiving such funds as it reasonably considers necessary as security for such indemnity, convene a meeting of the Noteholders. In the event of the Trustee failing within 30 days after receipt of any such request and such indemnity to give notice convening a meeting, the Issuer or such Noteholders, as the case may be, may convene such meeting. Every such meeting shall be held in the City of Toronto or at such other place as may be approved or determined by the Trustee.

10.02 Notice of Meetings

At least 30 days' notice of any meeting shall be given to the Noteholders in the manner provided in Section 11.02 and a copy thereof shall be sent by post to the Trustee unless the meeting has been called by it and to the Issuer unless the meeting has been called by it. Such notice shall state the time when and the place where the meeting is to be held and shall state briefly the general nature of the business to be transacted thereat and it shall not be necessary for any such notice to set out the terms of any resolution to be proposed or any of the provisions of this Article 10.

10.03 Chairman

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

10.04 Quorum

At any meeting of the Noteholders a quorum shall consist of Noteholders present in person or by proxy and representing at least 25% in aggregate principal amount of the then outstanding Notes except in the case of a meeting at which an Extraordinary Resolution is proposed to be passed in which case a quorum shall consist of Noteholders present in person or by proxy and representing at least 50% in aggregate principal amount of the then outstanding Notes. If a quorum of the Noteholders shall not be present within 30 minutes from the time fixed for holding any meeting, the meeting, if summoned by the Noteholders or pursuant to a Noteholders' Request, shall be dissolved; but in any other case, unless an Extraordinary Resolution is proposed to be passed, the meeting shall be adjourned to the same day in the next week at the same time and place and no notice shall be required to be given in respect of such adjourned meeting. At such adjourned meeting the Noteholders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened notwithstanding that they may not represent 25% of the aggregate principal amount of the then outstanding Notes. If a quorum of the Noteholders shall not be present within 30 minutes from the time fixed for holding any meeting at which an Extraordinary Resolution is proposed to be passed, the meeting shall be adjourned to such date, being not less than 21 days nor more than 60 days

later, and to such place and time as may be approved by the chairman of the meeting. Not less than 10 days' notice shall be given of the time and place of such adjourned meeting in the manner provided in Section 11.02. Such notice shall state that at the adjourned meeting, the Noteholders present in person or by proxy shall form a quorum, but it shall not be necessary to set forth the purposes for which the meeting was originally called or any other particulars. At such an adjourned meeting the Noteholders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened and an Extraordinary Resolution proposed at such adjourned meeting in accordance with Section 1.01(z) shall be a valid Extraordinary Resolution within the meaning of this indenture, notwithstanding that Noteholders of more than 50% of the aggregate principal amount of the Notes then outstanding are not present in person or by proxy at such adjourned meeting.

10.05 Power to Adjourn

The chairman of any meeting at which a quorum of the Noteholders is present may with the consent of the holders of a majority in aggregate principal amount of the Notes 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.

10.06 Show of Hands

Every question submitted to a meeting shall be decided in the first place by a majority of the votes given on a show of hands except that votes on Extraordinary Resolutions shall be given on a poll without demand therefor. At any such meeting, unless a poll is duly demanded or required as herein provided, a declaration by the chairman that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

10.07 Poll

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

10.08 Voting

On a show of hands every Person who is present and entitled to vote, whether as a Noteholder or as proxy for one or more Noteholders or both, shall have one vote. On a poll each Noteholder present in person or represented by a proxy duly appointed by an instrument in writing shall be entitled to one vote in respect of each \$1,000 principal amount of Notes of which he shall then be the holder. A proxy need not be a Noteholder. In the case of joint registered holders of a Note, any one of them present in person or by proxy at the meeting may vote in the absence of the other or others; but in case more than one of them be present in person or by proxy, they shall vote together in respect of the Notes of which they are joint registered holders.

10.09 Regulations

The Trustee or the Issuer with the approval of the Trustee may from time to time make and from time to time vary such regulations as it shall from time to time think fit providing for and governing:

- (a) the voting by proxy by Noteholders and the form of instrument appointing proxies where authorized under such regulations and the manner in which the same shall be executed, and for the production of the authority of any Person signing on behalf of the giver of such proxy;
- (b) the deposit of instruments appointing proxies at such place as the Trustee, the Issuer or the Noteholders 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 shall 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, cabled, telegraphed, telecopied, e-mailed or sent by telex before the meeting to the Issuer or to the Trustee at the place where the same is to be held and for the voting of proxies so deposited as though the instruments themselves were produced at the meeting.

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

10.10 Issuer and Trustee may be Represented

The Issuer and the Trustee, by their respective employees, officers or directors, and the legal advisers of the Issuer and the Trustee, may attend any meeting of the Noteholders, but shall have no vote as such.

10.11 Powers Exercisable by Extraordinary Resolution

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

- (a) power to assent to any modification, abrogation, alteration, compromise or arrangement of the rights of the Noteholders and/or the Trustee against the Issuer or against its property, whether such rights arise under this indenture or the Notes or otherwise;
- (b) power to assent to any modification of or change in or addition to or omission from the provisions contained in this indenture and the Notes that shall be agreed to by the Issuer and to authorize the Trustee to concur in and execute any indenture supplemental hereto embodying any such modification, change, addition or omission;

- (c) power to assent to any scheme for the reconstruction or reorganization of the Issuer or for the consolidation, amalgamation or merger of the Issuer with any other Person or for the sale, leasing, transfer or other disposition of the undertaking, property and assets of the Issuer or any part thereof, provided that no such sanction shall be necessary in respect of any such transaction if the provisions of Section 8.01 shall have been complied with;
- (d) power to direct or authorize the Trustee to exercise any power, right, remedy or authority given to it by this indenture in any manner specified in any such Extraordinary Resolution or to refrain from exercising any such power, right, remedy or authority;
- (e) power to waive and direct the Trustee to waive any Event of Default hereunder and/or to cancel any declaration made by the Trustee pursuant to Section 6.03 either unconditionally or upon any condition specified in such Extraordinary Resolution;
- (f) power to restrain any Noteholder from taking or instituting any suit, action or proceeding for the purpose of enforcing payment of the principal of or interest on the Notes except any suit, action or proceeding therefor taken for the execution of any trust or power hereunder;
- (g) power to direct any Noteholder who, as such, has brought any action, suit or proceeding to stay or discontinue or otherwise deal with such action, suit or proceeding upon payment, if the taking of such suit, action or proceeding shall have been permitted by Section 6.06, of the costs, charges and expenses reasonably and properly incurred by such Noteholder in connection therewith;
- (h) power to assent to any compromise or arrangement with any creditor or creditors or any class or classes of creditors, whether secured or otherwise, and with holders of any shares or other securities of the Issuer;
- (i) power to amend, alter or repeal any Extraordinary Resolution previously adopted by the Noteholders; and
- (j) power to appoint a committee with power and authority (subject to such limitations, if any, as may be prescribed in the resolution) to exercise, and to direct the Trustee to exercise, on behalf of the Noteholders, such of the powers of the Noteholders as are exercisable by extraordinary or other resolution as shall be included in the resolution appointing the committee. The resolution making such appointment may provide for payment of the expenses and disbursements of and compensation of such committee. Such committee shall consist of such number of Persons as shall be prescribed in the resolution appointing it and the members need not be themselves Noteholders. 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 procedures generally. Such regulations may provide that the committee may act at a meeting at which a quorum is present or may act by minutes signed by the number of members thereof necessary to constitute a quorum. All acts of any such committee within the authority delegated to it shall be binding upon all Noteholders. Neither the committee nor any member

thereof shall be liable for any loss arising from or in connection with any action taken or omitted to be taken by them in good faith.

(2) Notwithstanding subsection (1) above, no Extraordinary Resolution shall modify, abrogate, alter, compromise, arrange or otherwise affect the rights of the Trustee hereunder without the Trustee's express written consent, such consent not to be unreasonably withheld.

10.12 Powers Cumulative

It is hereby declared and agreed that any one or more of the powers and/or any combination of the powers in this indenture stated to be exercisable by the Noteholders by Extraordinary Resolution or otherwise may be exercised from time to time and the exercise of any one or more of such powers or any combination of powers from time to time shall not be deemed to exhaust the rights of the Noteholders to exercise the same or any other such power or combination of powers thereafter from time to time.

10.13 Minutes

Minutes of all resolutions and proceedings at every meeting as aforesaid shall be made and duly entered in books to be from time to time provided for that purpose by the Trustee at the expense of the Issuer, 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 Noteholders, shall be prima facie evidence of the matters therein stated and, until the contrary is proved, every such meeting, in respect of the proceedings of which minutes shall have been made, shall be deemed to have been duly held and convened, and all resolutions passed thereat or proceedings had thereat, to have been duly passed and had.

10.14 Instruments in Writing

All actions that may be taken and all powers that may be exercised by the Noteholders at a meeting held as hereinbefore in this Article 10 provided may also be taken and exercised by an instrument in writing circulated to all of the Noteholders and signed in one or more counterparts by the holders of 50% of the aggregate principal amount of all the then outstanding Notes except matters to be taken and powers to be exercised by Extraordinary Resolution of the Noteholders in which case all such matters may be taken and all such powers may be exercised by an instrument in writing circulated to all Noteholders and signed in one or more counterparts by the holders of 66 $\frac{2}{3}$ % of the aggregate principal amount of all the then outstanding Notes and the expression "**Extraordinary Resolution**" when used in this indenture shall include an instrument so signed.

10.15 Binding Effect of Resolutions

Every resolution and every Extraordinary Resolution passed in accordance with the provisions of this Article 10 at a meeting of Noteholders shall be binding upon all the Noteholders, whether present at or absent from such meeting, and every instrument in writing signed by Noteholders in accordance with Section 10.14 shall be binding upon all the Noteholders, whether signatories thereto or not, and each and every Noteholder and the Trustee (subject to the provisions for its indemnity and funding herein contained) shall be bound to give effect accordingly to every such resolution, Extraordinary Resolution and instrument in writing.

ARTICLE 11
NOTICES

11.01 Notice to the Issuer

Except as otherwise provided herein, any notice to the Issuer under the provisions of this indenture shall be valid and effective if given by:

- (a) personal delivery or registered letter, postage prepaid, addressed to the Issuer to the attention of the Vice-President, General Counsel and Corporate Secretary at the head office of the Issuer at 10th Floor, 165 University Avenue, Toronto, Ontario M5H 3B8. Any notice personally delivered in accordance with the foregoing shall be deemed to have been effectively given on the date of delivery and in the case of delivery by registered letter shall be deemed to have been received on the date five business days after the date of mailing; or
- (b) telecopy or email, to the attention of the Vice-President, General Counsel and Corporate Secretary, at (416) 362-2592 or [REDACTED], as applicable, in which case notice shall be deemed to have been received on the day of sending provided such day is a business day and it is received before 4:00 p.m. (Toronto time), otherwise it shall be deemed to have been received on the following business day and further provided that receipt of the notice has been confirmed by telephone.

The Issuer may from time to time notify the Trustee in writing of a change of address (including email addresses) which thereafter, until changed by like notice, shall be the address of the Issuer for all purposes of this indenture.

11.02 Notice to the Noteholders

(1) Unless herein otherwise expressly provided, any notice to be given hereunder to Noteholders shall be deemed to be validly given if such notice is sent by unregistered surface or air mail, prepaid, addressed to such holders at their respective addresses appearing on the register of holders above mentioned; and if in the case of joint holders of any Note more than one address appears in the register in respect of such joint holding, such notice shall be addressed only to the first address so appearing.

(2) Any notice so given by mail shall be deemed to have been given from the date five business days after the date of mailing. In determining under any provision hereof the date when notice of any meeting, redemption or other event must be given, the date of giving the notice shall be included and the date of the meeting, redemption or other event shall be excluded. Accidental error or omission in giving notice or accidental failure to mail notice to any Noteholder shall not invalidate any action or proceeding founded thereon.

11.03 Notice to the Trustee

Any notice to the Trustee under the provisions of this indenture shall be valid and effective if given by:

- (a) personal delivery or registered letter, postage prepaid, addressed to the Trustee at 100 University Ave, 11th Floor, Toronto, Ontario M5J 2Y1 to the attention of

Manager, Corporate Trust and shall be deemed in the case of personal delivery to have been received on the date of delivery and in the case of a registered letter shall be deemed to have been effectively given on the date five business days after the date of mailing; and

- (b) telecopy or email, to the attention of Manager, Corporate Trust at (416) 981-9777 or corporatetrust.toronto@computershare.com, as applicable, in which case notice shall be deemed to have been received on the day of sending provided such day is a business day and it is received before 4:00 p.m. (Toronto time), otherwise it shall be deemed to have been received on the following business day and further provided that receipt of the notice has been confirmed by telephone.

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

11.04 Postal Disruption

In the event of a postal disruption, any notice to be given by mailing shall, in the case of notice to the Issuer or the Trustee, be deemed to be validly given if personally delivered to a responsible officer of such party and, in the case of notice to the holders of Notes, the Trustee shall, notwithstanding the provisions hereof, give such notice at the Issuer's expense by means of publication in The Globe and Mail, national edition, or any other English language daily newspaper or newspapers in general circulation in Canada, once in each of two successive weeks, and any notice so published shall be deemed to have been given on the first date on which the publication takes place.

ARTICLE 12 **CONCERNING THE TRUSTEE**

12.01 Trust Indenture Legislation

(1) In this Article 12, the expression “**indenture legislation**” means the provisions, if any, of any statute of Canada or any province thereof, and of any regulations under any such statute, relating to trust indentures and to the rights, duties and obligations of trustees under trust indentures and of corporations issuing debt obligations under trust indentures, to the extent that such provisions are in the opinion of Counsel at the time in force and applicable to this indenture or the Issuer.

(2) The Issuer and the Trustee agree that each will at all times in relation to this indenture and in relation to any action to be taken hereunder observe and comply with and be entitled to the benefits of the indenture legislation.

(3) If and to the extent that any provision of this indenture limits, qualifies or conflicts with any mandatory requirement of indenture legislation, such mandatory requirement shall prevail.

12.02 No Conflict of Interest

The Trustee represents to the Issuer that at the date of the execution and delivery of this indenture there exists no material conflict of interest in the role of the Trustee as a fiduciary

hereunder. If at any time a material conflict of interest exists in the Trustee's role as a fiduciary hereunder the Trustee shall, within 90 days after ascertaining that such a material conflict of interest exists, either eliminate the same or else resign as Trustee hereunder by giving notice in writing to the Issuer at least 21 days prior to such resignation and shall thereupon be discharged from all further duties and liabilities hereunder.

12.03 Duties of the Trustee

The Trustee, in exercising its powers and discharging its duties hereunder, shall act honestly and in good faith with a view to the best interests of the Noteholders and shall exercise the care, diligence and skill of a Person acting in similar circumstances.

12.04 Reliance Upon Declarations

The Trustee will not be in contravention of the provisions of Section 12.03 above if it acts and relies in good faith upon statutory declarations, certificates, opinions, reports, resolutions or notices furnished pursuant to the provisions hereof or required by the Trustee to be furnished to it in the exercise of its rights and duties hereunder if such statutory declarations, certificates, opinions, reports, resolutions or notices comply with the provisions of Section 12.06 below, if applicable, and with any other applicable provisions of this indenture.

12.05 Replacement of Trustee

(1) The Trustee may resign its trust and be discharged from all further duties and liabilities hereunder by giving to the Issuer 60 days' notice in writing or such shorter notice as the Issuer may accept as sufficient. The Noteholders by Extraordinary Resolution shall have power at any time to remove the Trustee and to appoint a new Trustee. In no event shall any resignation or removal of the Trustee become effective until a new Trustee shall have assumed all powers, rights, duties and responsibilities of the Trustee hereunder. In the event of the Trustee resigning or being removed as aforesaid or being dissolved, becoming bankrupt, going into liquidation or otherwise becoming incapable of acting hereunder, the Issuer shall forthwith appoint a new Trustee unless a new Trustee has already been appointed by the Noteholders; failing such appointment by the Issuer, the retiring Trustee at the Issuer's expense or any Noteholder may apply to a judge of the Ontario Superior Court of Justice (or if such court declines jurisdiction, any court of the Province of Ontario accepting jurisdiction), on such notice as such judge may direct, for the appointment of a new Trustee; but any new Trustee so appointed by the Issuer or by the court shall be subject to removal as aforesaid by the Noteholders. Any new Trustee appointed under any provision of this Section shall be a corporation authorized to carry on the business of a trust company in the Province of Ontario. On any new appointment the new Trustee upon execution of a counterpart of this indenture shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as Trustee.

(2) Any corporation into which the Trustee may be merged or with which it may be consolidated or amalgamated or any corporation resulting from any merger, consolidation or amalgamation to which the Trustee shall be a party, shall be the successor trustee under this indenture without the execution of any instrument or any further act. Nevertheless, upon the written request of the successor trustee or of the Issuer, the Trustee ceasing to act, at the Issuer's expense, shall execute and deliver an instrument assigning and transferring to such successor trustee, upon the trusts herein expressed, all the rights, powers and trusts of the Trustee so ceasing to act, and at the Issuer's expense shall duly assign, transfer and deliver all property and money held by such Trustee to the successor trustee so appointed in its place. Should any deed,

conveyance or instrument in writing from the Issuer be required by any new trustee for more fully and certainly vesting in and confirming to it such estates, properties, rights, powers and trusts, then any and all such deeds, conveyances and instruments in writing shall on request of such new trustee, be made, executed, acknowledged and delivered by the Issuer.

12.06 Certificate of the Issuer as Evidence

Except as otherwise specifically provided or prescribed by this indenture, whenever in the administration of the provisions of this indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or omitting any action hereunder, the Trustee, if acting in good faith, may act and rely upon a Certificate of the Issuer.

12.07 Experts, Advisers and Agents

The Trustee may:

- (a) in relation to these presents act and rely on the opinion or advice of or information obtained from any Counsel, auditor, valuer, engineer, surveyor, or other expert, whether obtained by the Trustee or by the Issuer, or otherwise, and may employ such assistants as may be necessary to the proper discharge of its duties and may pay proper and reasonable compensation for all such legal and other advice or assistance as aforesaid; and
- (b) employ such mandataries, 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 shall be entitled to receive reasonable remuneration for all services performed by it) in the discharge of the trusts hereof and compensation for all disbursements, costs and expenses made or incurred by it in the discharge of its duties hereunder and in the management of the trusts hereof. Any Counsel employed or consulted by the Trustee may, but need not be, Counsel for the Issuer.

12.08 Trustee May Deal in Notes

Subject to Section 12.02 and any applicable law, the Trustee may buy, sell, lend upon and deal in the Notes and generally contract and enter into financial transactions with the Issuer or otherwise, without being liable to account for any profits made thereby.

12.09 Investment of Moneys Held by Trustee

(1) Unless otherwise provided in this indenture, any moneys held by the Trustee that under the trusts of this indenture may or ought to be invested or that may be on deposit with the Trustee or that may be in the hands of the Trustee may be invested and reinvested in the name or under the control of the Trustee in securities which, under the laws of the Province of Ontario, trustees are authorized to invest, provided that such securities are expressed to mature within two years after their purchase by the Trustee, and unless and until the Trustee shall have declared the principal of and interest on the Notes to be due and payable, the Trustee shall so invest any such moneys in amounts greater than \$100,000 on the direction of the Issuer.

(2) Pending the investment of any moneys as provided in Section 12.09(1), such moneys may be deposited in the name of the Trustee in any chartered bank of Canada or, with

the consent of the Issuer, in the deposit department of the Trustee or of the Issuer 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 then current on similar deposits.

(3) Unless and until the Trustee shall have declared the principal of and interest on the Notes to be due and payable the Trustee shall pay over to the Issuer all interest received by the Trustee in respect of any investment or deposits made pursuant to the provisions of this Section.

(4) The Trustee shall be accountable only for reasonable diligence in the investment of moneys under this Section 12.09 and the Trustee shall not be liable for any loss or losses realized on such investment, with the exception of losses caused by its negligence, wilful acts or failure to abide by this indenture.

12.10 Trustee Not Ordinarily Bound

Except as provided in Section 6.03 and as otherwise specifically provided herein, the Trustee shall not 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 Issuer of any of the obligations herein imposed upon the Issuer or of the covenants on the part of the Issuer herein contained, nor in any way to supervise or interfere with the conduct of the Issuer's business, unless the Trustee shall have been required to do so by a Noteholders' Request or by any Extraordinary Resolution of the Noteholders passed in accordance with the provisions contained in Article 10, and then only after it shall have been funded and indemnified to its satisfaction against all actions, proceedings, claims and demands to which it may render itself liable and all costs, charges, damages and expenses that it may incur by so doing.

12.11 Trustee Not Required to Give Security

The Trustee shall 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.

12.12 Trustee Not to be Appointed Receiver

The Trustee and any Person related to the Trustee shall not be appointed a receiver or receiver and manager or liquidator of all or any part of the assets or undertaking of the Issuer.

12.13 Conditions Precedent to the Trustee's Obligations to Act

(1) Notwithstanding any other provision of this indenture, the obligation of the Trustee to commence any act, action or proceeding for the purpose of enforcing or determining its rights or enforcing or determining the obligations of the Issuer hereunder or under the Notes shall be conditional upon the Noteholders or the Issuer, as the case may be, furnishing, when required by notice in writing by the Trustee, sufficient funds to commence or continue such act, action or proceeding and security and indemnity reasonably satisfactory to the Trustee to protect and hold harmless the Trustee against liabilities, claims and demands to be incurred thereby.

(2) None of the provisions contained in this indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers unless indemnified as aforesaid.

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

12.14 Acceptance of Trust

The Trustee hereby accepts any and all trusts created or constituted for the purposes of Sections 3.05, 6.03, 6.07, 7.02, 7.04 and 7.05 and agrees to perform the same upon the terms and conditions herein set forth and, to the extent any such terms and conditions conflict with any provisions of applicable law, such terms and conditions shall prevail to the extent that such provisions do not constitute provisions of public order.

12.15 Compensation and Indemnity

(1) The Issuer shall pay to the Trustee from time to time compensation for its services hereunder as agreed separately by the Issuer and the Trustee, and shall pay or reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in the administration or execution of its duties under this indenture (including the reasonable and documented compensation and disbursements of its Counsel and all other advisers and assistants not regularly in its employ), both before any default hereunder and thereafter until all duties of the Trustee under this indenture shall be finally and fully performed. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. Balances owed to the Trustee and remaining unpaid and overdue for 30 days or more from the date of issue of an invoice for such fees will be charged interest by the Trustee at the rate charged at the then-applicable time by the Trustee to its other corporate clients for similar services.

(2) The Issuer hereby indemnifies and saves harmless the Trustee and its directors, officers, employees and agents from and against any and all loss, damages, charges, expenses, claims, demands, actions or liability whatsoever which may be brought against the 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 negligence, wilful misconduct, fraud or bad faith of the Trustee. This indemnity will survive the termination or discharge of this indenture and the resignation or removal of the Trustee. The Trustee shall notify the Issuer promptly of any claim for which it may seek indemnity. The Issuer shall defend the claim and the Trustee shall co-operate in the defence. The Trustee may have separate Counsel and the Issuer shall pay the reasonable fees and expenses of such Counsel. The Issuer need not pay for any settlement made without its consent, which consent must not be unreasonably withheld. This indemnity shall survive the resignation or removal of the Trustee or the discharge of this indenture.

(3) The Issuer will indemnify and hold harmless the Trustee and, upon written request, reimburse the Trustee for the amount of (a) any taxes levied or imposed and paid by the Trustee as a result of payments made under the Notes, (b) any liability (including penalties and interest) arising therefrom paid by the Trustee as a result of payments made under the Notes, and (c) any taxes levied or imposed and paid by the Trustee with respect to reimbursement under (i) and (ii) above.

(4) The Issuer need not reimburse any expense or indemnify against any loss or liability incurred by the Trustee through negligence, wilful misconduct, bad faith or fraud.

12.16 Privacy Laws

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 shall take or direct any action that would contravene, or cause the other to contravene, applicable Privacy Laws. The Issuer shall, prior to transferring or causing to be transferred personal information to the Trustee, obtain and retain required consents of the relevant individuals to the collection, use and disclosure of their personal information, or shall 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 Trustee shall use commercially reasonable efforts to ensure that its services hereunder comply with Privacy Laws. Specifically, the 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 indenture and not to use it for any other purpose except with the consent of or direction from the corporation or 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 or modification.

12.17 Third Party Interests

Each party to this indenture (in this paragraph referred to as a "**representing party**") hereby represents to the Trustee that any account to be opened by, or interest to be held by, the Trustee in connection with this indenture, for or to the credit of 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 Trustee a declaration, in the Trustee's prescribed form or in such other form as may be satisfactory to it, as to the particulars of such third party.

12.18 Anti-Money Laundering

The Trustee shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Trustee, in its sole judgment, acting reasonably, determines that such act might cause it to be in noncompliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline. Further, should the Trustee, in its sole judgment, 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 shall have the right to resign on 10 days' prior written notice sent to the Issuer provided that (i) the Trustee's written notice shall describe the circumstances of such non-compliance; and (ii) if such circumstances are rectified to the Trustee's satisfaction within such 10-day period, then such resignation shall not be effective.

12.19 Force Majeure

Except for the payment obligations of the Issuer contained herein, 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, general mechanical, electronic or communication

interruptions, disruptions or failures). Performance times under this indenture shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section 12.19.

ARTICLE 13 **SUPPLEMENTAL INDENTURES**

13.01 Supplemental Indentures

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

- (a) adding to the covenants of the Issuer herein contained for the protection of the holders of the Notes and/or providing for events of default;
- (b) making such provision 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 Notes that do not affect the substance thereof and that, in the opinion of the Trustee, it may be expedient to make, provided that the Trustee shall be of the opinion that such provisions and modifications will not be materially prejudicial to the interests of the Noteholders;
- (c) evidencing the succession, or successive successions, of other companies to the Issuer and the covenants of and obligations assumed by any such successor in accordance with the provisions of this indenture;
- (d) giving effect to any Extraordinary Resolution passed as provided in Article 10;
- (e) modifying, eliminating or adding to the provisions of this indenture to such extent as shall be necessary or desirable as a result of the provisions of the applicable law, provided such action pursuant to this clause shall not, in the judgment of the Trustee, adversely affect the interests of the Noteholders in any material respect; and
- (f) for any other purpose not inconsistent with the terms of this indenture provided that the Trustee shall be of the opinion that such purpose shall not be materially prejudicial to the interests of the Noteholders.

The Trustee may also, without the consent or concurrence of the Noteholders, by supplemental indenture or otherwise, concur with the Issuer in making any changes or corrections in this indenture that it shall have been advised by Counsel are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provision or clerical omission or mistake or manifest error contained herein or in any deed or indenture supplemental or ancillary hereto, provided that in the opinion of the Trustee the rights of the Trustee and of the Noteholders are not materially prejudiced thereby.

ARTICLE 14
EXECUTION AND FORMAL DATE

14.01 Execution

This indenture may be simultaneously executed in several counterparts bearing a manual, facsimile or other electronic signature, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

14.02 Formal Date

This indenture may be referred to as bearing the formal date of June 22, 2020 irrespective of the actual date of execution hereof.

14.03 Language of Indenture

The parties hereto have requested that this indenture and all contracts, documents or notices relating thereto be drafted in the English language; *les parties à cet acte ont exigé que cet acte et tout contrat, document ou avis y afférent soit rédigé en langue anglaise.*

[Remainder of the Page Intentionally Left Blank]

In witness whereof the parties hereto have executed these presents under the hands of their proper officers in that behalf.

E-L FINANCIAL CORPORATION LIMITED

Per: "Richard Carty"
Name: Richard Carty
Title: Vice-President, General Counsel

Per: "Scott Ewert"
Name: Scott Ewert
Title: Vice-President, Chief Financial Officer

COMPUTERSHARE TRUST COMPANY OF CANADA

Per: "Nirali Tanna"
Name: Nirali Tanna
Title: Corporate Trust Officer

Per: "Aaron Cao"
Name: Aaron Cao
Title: Professional, MBS

**SCHEDULE A
FORM OF NOTE**

Unless this certificate is presented by an authorized representative of CDS Clearing and Depository Services Inc. (“CDS”) to E-L Financial Corporation Limited (the “**Issuer**”) or its agent for registration of transfer, exchange or payment, and any certificate issued in respect thereof is registered in the name of CDS & Co., or in such other name as is requested by an authorized representative of CDS (and any payment is made to CDS & Co. or to such other entity as is requested by an authorized representative of CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, since the registered holder hereof, CDS & Co., has a property interest in the securities represented by this certificate herein and it is a violation of its rights for another person to hold, transfer or deal with this certificate. This certificate is issued pursuant to a Book Entry Only Securities Services Agreement between the Issuer and CDS, as such agreement may be replaced or amended from time to time.

CUSIP 26857QAA9 / ISIN CA26857QAA90

No. C-●

\$●

E-L FINANCIAL CORPORATION LIMITEDAmalgamated under the *Business Corporations Act* (Ontario)

4.000% SENIOR UNSECURED NOTE DUE June 22, 2050

FOR VALUE RECEIVED, **E-L FINANCIAL CORPORATION LIMITED** (hereinafter called the “**Issuer**”, which term includes any successor corporation under the Indenture hereinafter referred to) hereby promises to pay to the registered holder hereof on June 22, 2050, or on such earlier date as the principal hereof may become due in accordance with the provisions of the Indenture, the principal sum of ● MILLION DOLLARS (\$●) in lawful money of Canada, on presentation and surrender of this Note at the main branch of the Trustee (as hereinafter referred to) in the City of Toronto, and in the meantime to pay interest on the said principal sum during the period from and including the Initial Issue Date, or from and including the last Interest Payment Date to which interest shall have been paid or made available for payment on this Note, whichever is later, to but excluding the date on which the Notes are repaid at the rate of 4.000% per annum calculated and payable in payments semi-annually in arrears on June 22 and December 22 of each year commencing December 22, 2020 and ending June 22, 2050 and in case of default, to pay interest on the amount overdue at the same rate. Interest hereon (less any tax required to be withheld) shall be payable (except at maturity when interest hereon will be paid on surrender hereof) by cheque mailed to the registered holder hereof or by such other means as may be approved by the Trustee or as may become customary for the payment of interest on unsecured indebtedness of corporations governed by the *Business Corporations Act* (Ontario) as provided in the Indenture, and, subject to the provisions of the Indenture, the mailing of such cheque or the making of such other payment shall satisfy and discharge the liability for interest on this Note to the extent of the sum represented thereby plus the amount of any tax that the Issuer is required to and does withhold therefrom.

This Note is one of a duly authorized issue of Notes designated by the Issuer as its 4.000% Senior Unsecured Notes due June 22, 2050 (the “**Notes**”) issued pursuant to a trust indenture

dated as of June 22, 2020 (the “**Indenture**”) between the Issuer and Computershare Trust Company of Canada, as Trustee as may be supplemented from time to time.

Prior to December 22, 2049, the Issuer shall have the right at its option, in the manner set forth in the Indenture, to redeem the Notes in whole at any time or in part from time to time upon payment of a redemption price equal to the greater of the Canada Yield Price and the principal amount thereof, together, in each case, with unpaid interest accrued thereon to but excluding the date fixed for redemption, all as more fully provided in the Indenture. At any time on or after December 22, 2049, the Issuer shall have the right at its option, in the manner forth in the Indenture, to redeem the Notes in whole at any time or in part from time to time upon payment of a redemption price equal to the principal amount of the Notes to be redeemed, together with unpaid interest accrued thereon to but excluding the date fixed for redemption, all as more fully provided in the Indenture. This Note may not otherwise be redeemed by the Issuer for any purpose prior to maturity.

The Issuer shall also have, at any time it is not in default under the Indenture, the right to purchase Notes in the market or by tender or by private contract at any price.

If a Change of Control Triggering Event occurs, unless the Issuer has exercised its optional right to redeem the Notes pursuant to the terms of the Indenture, the Issuer will be required to make an offer to repurchase all or, at the option of each holder of the Notes, any part (equal to \$1,000 or an integral multiple thereof) of each Noteholder’s Notes on the terms set forth in the Indenture. In the Change of Control Offer, the Issuer will be required to offer payment in cash equal to 101% of the outstanding principal amount of Notes together with accrued and unpaid interest, if any, to the date of purchase.

The Notes purchased or redeemed by the Issuer shall be cancelled and shall not be reissued.

The Indenture provides, among other things, for: (a) the exchange of this Note at the option of the holder for other Notes of the same issue in other authorized denominations in equal aggregate principal amounts in fully registered form; (b) the acceleration of the maturity of the Notes in case an Event of Default (as defined in the Indenture) shall have occurred; and (c) making binding upon all Noteholders resolutions passed at meetings of holders of Notes issued thereunder and instruments in writing signed by the holders of the specified majority of the Notes.

Reference is made to the Indenture for further particulars of the rights of the holders of the Notes and of the Issuer and of the Trustee in respect thereof, to the same effect as if all provisions of the Indenture were set forth herein, to all of which provisions the holder of this Note by acceptance hereof assents. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

This Note may be transferred or exchanged for Notes of any other authorized denomination at the principal office of the Trustee in the Cities of Vancouver, British Columbia, Calgary, Alberta, Winnipeg, Manitoba, Toronto, Ontario and Montréal, Québec, by the registered holder or such holder’s attorney duly authorized in writing. The Issuer may require payment of a sum sufficient to cover any tax or governmental charge or other reasonable charge payable in connection with such transfer or exchange.

The Indenture and this Note shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as Ontario contracts.

This Note shall not become obligatory for any purpose until certified by or on behalf of the Trustee.

[Remainder of the Page Intentionally Left Blank]

In witness whereof the Issuer has caused this Note to be signed by its duly authorized officers as of ●, 20●.

E-L FINANCIAL CORPORATION LIMITED

Per: _____
Name:
Title:

Per: _____
Name:
Title:

NO WRITING HEREON EXCEPT BY THE REGISTRAR

REGISTRATION PANEL

DATE OF REGISTRY	IN WHOSE NAME REGISTERED	SIGNATURE OF REGISTRAR

(Form of Transfer)

FOR VALUE RECEIVED, the undersigned hereby assign(s) and transfer(s) unto _____ the within Note, together with the principal thereof and all accrued interest thereon, hereby irrevocably constituting and appointing _____ attorney to transfer the said Note on the register maintained for that purpose with full power of substitution in the premises.

Dated: _____

Signature guaranteed by:

(Signature)

(Print name)

(Address)

TRUSTEE'S CERTIFICATE

This is one of the Notes issued under the Indenture within mentioned.

**COMPUTERSHARE TRUST COMPANY OF
CANADA, Trustee**

Per: _____
Authorized Officer