

UNDERWRITING AGREEMENT

September 12, 2018

Aecon Group Inc.
20 Carlson Court, Suite 800
Toronto, Ontario
M9W 7K6

Attention: David Smales, Executive Vice President & Chief Financial Officer

Dear Sirs:

TD Securities Inc., CIBC World Markets Inc., BMO Nesbitt Burns Inc., Canaccord Genuity Corp., National Bank Financial Inc., Raymond James Ltd., Desjardins Securities Inc., Scotia Capital Inc., GMP Securities L.P. and Industrial Alliance Securities Inc. (collectively, the “**Underwriters**” and each individually, an “**Underwriter**”) hereby offer, severally, and not jointly and severally, to purchase from Aecon Group Inc. (the “**Company**”) and the Company agrees to sell to the Underwriters \$160,000,000 aggregate principal amount of 5.00% convertible unsecured subordinated debentures (“**Convertible Debentures**”) of the Company at an issue price of \$1,000 per Convertible Debenture (the “**Offering**”).

In addition, the Underwriters shall have an over-allotment option (the “**Over-Allotment Option**”), which Over-Allotment Option may be exercised in whole or in part at the Underwriters’ sole discretion, and without obligation, to purchase up to an additional \$24,000,000 aggregate principal amount of Convertible Debentures (“**Additional Debentures**”) on the same terms as the Offering to cover the over-allocation position determined as at the Closing Date (as hereinafter defined). The Over-Allotment Option shall be exercisable by the Underwriters at any time and from time to time, for a period of 30 days following the Closing Date by delivering written notice to that effect not later than two Business Days prior to the proposed Over-Allotment Closing Date (as hereinafter defined) to the Company after which time the Over-Allotment Option shall be void and of no further force and effect. In the event that the Over-Allotment Option is exercised, the Additional Debentures issued thereunder shall be deemed to form part of the Offering for the purposes hereof and all of the terms and conditions relating to the closing of the purchase and sale of the Convertible Debentures shall apply to each Over-Allotment Closing (as hereinafter defined). Unless the context otherwise requires, all references to “Convertible Debentures” shall assume exercise of the Over-Allotment Option and include the Additional Debentures.

In consideration of the Underwriters’ services to be rendered in connection with the Offering, including assisting in preparing documentation relating to the Convertible Debentures including the Preliminary Prospectus and the Final Prospectus (in each case as hereinafter defined), distributing the Convertible Debentures, directly and through other investment dealers and brokers, and performing administrative work in connection with the Offering, the Company agrees to pay the Underwriting Fee (as hereinafter defined) to the Underwriters.

The Company agrees that the Underwriters will be permitted to appoint, at their sole expense, other registered dealers or other dealers duly qualified in their respective jurisdictions, in each case acceptable to the Company, acting reasonably, as their agents to assist in the

Offering in the Qualifying Provinces (as hereinafter defined) and that the Underwriters may determine the remuneration payable by them to such other dealers appointed by them.

This offer is conditional upon and subject to the additional terms and conditions set forth below.

1. Interpretation

1.1 Definitions: Unless expressly provided otherwise, where used in this Agreement or any schedule hereto, the following terms shall have the following meanings, respectively:

“5.50% Debentures” shall have the meaning ascribed thereto in subsection 4.1(I) of this Agreement;

“Additional Debentures” shall have the meaning ascribed thereto in the second paragraph of this Agreement;

“Agreement” means the agreement with the Underwriters resulting from the acceptance by the Company of the terms of this letter;

“AIF” means the annual information form of the Company dated March 27, 2018;

“Applicable Marketing Materials” means the following written document that constitutes the Template Version of Marketing Materials that is required to be filed with the Securities Commissions in accordance with NI 44-101: the document dated September 6, 2018 entitled “Aecon Group Inc., Treasury Offering of Convertible Unsecured Subordinated Debentures Due 2023”;

“Applicable Securities Laws” means, collectively, the applicable securities laws of each of the Qualifying Provinces, their respective regulations, rulings, rules, orders and prescribed forms thereunder, the applicable published policy statements issued by the Securities Commissions thereunder and the applicable federal and state securities laws of the United States to the extent the context requires;

“Business Day” means every day other than a Saturday, Sunday or day which is a statutory or banking holiday in the City of Toronto;

“Canadian GAAP” means the generally accepted accounting principles from time to time approved by the Chartered Professional Accountants of Canada, or any successor entity, applicable as at the date on which such principles are applied, including for greater certainty IFRS;

“Closing Date” means September 26, 2018 or such later date as the Company and the Underwriters may agree but in any event shall occur no later than October 17, 2018;

“Common Shares” means the common shares in the capital of the Company outstanding from time to time;

“Company” shall have the meaning ascribed thereto in the first paragraph of this Agreement;

“Company’s Information Record” means information contained in any press release, material change report (excluding any confidential material change report), financial statements, AIF or

other document of the Company that has been publicly filed by or on behalf of the Company on SEDAR pursuant to Applicable Securities Laws or otherwise of the Qualifying Provinces;

“Debenture Indenture” means the serial indenture dated September 29, 2009 entered into by the Company and Computershare Trust Company of Canada, as may be amended or supplemented from time to time, pursuant to which the Convertible Debentures shall be created and issued;

“Debt Instrument” means any material loan, bond, debenture, promissory note or other material instrument evidencing indebtedness (demand or otherwise) for borrowed money or other liability;

“Eligible Issuer” means an issuer that meets the criteria and has complied with the requirements of NI 44-101 so as to allow it to offer securities using a short form prospectus;

“Exchange” means the Toronto Stock Exchange;

“Final Prospectus” means the (final) short form prospectus of the Company qualifying the distribution of the Convertible Debentures, together with the documents incorporated therein by reference, in both the English and French language;

“IFRS” means the International Financial Reporting Standards, namely the standards interpretations and the framework for the preparation and presentation of financial statements (in the absence of a standard or an interpretation) adopted by the International Accounting Standards Board (IASB);

“including” means including without limitation;

“Marketing Materials” has the meaning ascribed thereto in NI 41-101;

“Material Adverse Effect” means an effect that is materially adverse to the business, operations, affairs, assets, liabilities (contingent or otherwise), properties, financial condition, results of operations, earnings, capital, condition (financial or otherwise) or prospects of the Company and its subsidiaries on a consolidated basis;

“Material Agreement” means any Debt Instrument and any contract, commitment, agreement (written or oral), joint venture instrument, lease or other document, including license agreements to which the Company or any of its subsidiaries is a party and which is material to the Company and its subsidiaries on a consolidated basis;

“material change” means a material change for the purposes of the Applicable Securities Laws of the applicable Qualifying Provinces or where such term is undefined under such Applicable Securities Laws means a change in the business, operations or capital of the Company and the Material Subsidiaries, on a consolidated basis, that would reasonably be expected to have a significant effect on the market price or value of any of the Company’s securities and includes a decision to implement such a change made by the Company’s board of directors or by senior management of the Company who believe that confirmation of the decision by the Company’s board of directors is probable;

“material fact” means a material fact for the purposes of the Applicable Securities Laws of the applicable Qualifying Province or where such term is undefined under such Applicable

Securities Laws means a fact that would reasonably be expected to have a significant effect on the market price or value of the Company's securities;

"Material Subsidiaries" means the corporations listed on Schedule "B" hereto;

"misrepresentation" means a misrepresentation for the purposes of the Applicable Securities Laws of the applicable Qualifying Province or where such term is undefined under such Applicable Securities Laws means (i) an untrue statement of material fact, or (ii) an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made;

"NI 41-101" means National Instrument 41-101 – *General Prospectus Requirements*;

"NI 44-101" means National Instrument 44-101 – *Short Form Prospectus Distributions*;

"NI 51-102" means National Instrument 51-102 – *Continuous Disclosure Obligations*;

"NP 11-202" means National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions*;

"Offering" shall have the meaning ascribed thereto in the first paragraph of this Agreement;

"Offering Documents" means, collectively, the Preliminary Prospectus, the Final Prospectus and any Supplementary Material;

"Over-Allotment Closing" means the closing of the sale of the Additional Debentures pursuant to the exercise of the Over-Allotment Option;

"Over-Allotment Closing Date" means the date on which the Over-Allotment Closing occurs;

"Over-Allotment Option" shall have the meaning ascribed thereto in the second paragraph of this Agreement;

"person" includes any individual, corporation, limited partnership, general partnership, joint stock company or association, joint venture association, company, trust, bank, trust company, land trust, investment trust, society or other entity, organization, syndicate, whether incorporated or not, trustee, executor or other legal personal representative, and governments and agencies and political subdivisions thereof;

"Preliminary Prospectus" means the preliminary short form prospectus of the Company prepared in connection with the qualification of the distribution of the Convertible Debentures, together with the documents incorporated therein by reference, in both the English and French language;

"Preliminary U.S. Placement Memorandum" means the U.S. preliminary private placement memorandum dated the date of the Preliminary Prospectus, prepared in accordance with Applicable Securities Laws of the United States and which has attached thereto a copy of the Preliminary Prospectus, delivered or to be delivered to offerees of Convertible Debentures in the United States pursuant to the terms and conditions hereof;

"Prospectuses" means, together, the Preliminary Prospectus and the Final Prospectus, including any amendments thereto;

“Purchasers” means, collectively, each of the purchasers of Convertible Debentures arranged by the Underwriters pursuant to the Offering, including, if applicable, the Underwriters;

“Qualifying Provinces” means, collectively, each of the provinces of Canada;

“Securities Commissions” means, collectively, the securities commissions or similar regulatory authorities in each of the Qualifying Provinces;

“SEDI” means the System for Electronic Disclosure by Insiders maintained by the Canadian Securities Administrators;

“SEDAR” means the System for Electronic Document Analysis and Retrieval maintained by the Canadian Securities Administrators;

“Selling Group” means, collectively, those registered dealers appointed by the Underwriters to assist in the Offering as contemplated in the fourth paragraph of this Agreement;

“subsidiary” shall have the meaning ascribed thereto in the *Securities Act* (Ontario);

“Supplemental Indenture” means the supplemental indenture to be entered into by the Company and Computershare Trust Company of Canada on the Closing Date in accordance with the Debenture Indenture, pursuant to which the Convertible Debentures shall be created and issued;

“Supplementary Material” means, collectively, any amendment to the Final Prospectus, any amended or supplemental prospectus or ancillary material required to be filed with any of the Securities Commissions in connection with the distribution of the Convertible Debentures and any material incorporated therein by reference;

“Survival Limitation Date” means the later of:

- (i) the second anniversary of the Closing Date; and
- (ii) the latest date under the Applicable Securities Laws of the Qualifying Provinces relevant to a Purchaser (non-residents of Canada being deemed to be resident in the Province of Ontario for such purposes) that a Purchaser may be entitled to commence an action or exercise a right of rescission, with respect to a misrepresentation contained in the Final Prospectus or, if applicable, any Supplementary Material;

“TD Securities” means TD Securities Inc.;

“Template Version” has the meaning ascribed thereto in NI 41-101;

“Time of Closing” means 8:30 a.m. (Toronto time) on the Closing Date and if applicable, on the Over-Allotment Closing Date;

“Underwriters” shall have the meaning ascribed thereto in the first paragraph of this Agreement;

“Underwriters’ Expenses” has the meaning ascribed thereto in section 11.1 hereof;

“Underwriting Fee” means a cash fee payable on the Closing Date and each Over-Allotment Closing Date, if applicable, equal to 4.00% of the aggregate gross proceeds of the Offering (including the gross proceeds from any exercise of the Over-Allotment Option, if applicable);

“United States” means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;

“U.S. Offering Documents” mean, collectively, the Preliminary U.S. Placement Memorandum and the U.S. Placement Memorandum;

“U.S. Placement Memorandum” means, insofar as one is necessary to be prepared, the U.S. private placement memorandum of the Company to be dated the date of the Final Prospectus, and any amendment thereto, prepared in accordance with the Applicable Securities Laws of the United States, in such form to be mutually agreed upon by the Company and the Underwriters, which has attached thereto a copy of the Prospectus and delivered or to be delivered to offerees of Convertible Debentures in the United States pursuant to the terms and conditions hereof; and

“U.S. Securities Act” means the United States Securities Act of 1933, as amended.

1.2 Division and Headings: The division of this Agreement into articles, sections, subsections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references herein to articles, sections, subsections, paragraphs and other subdivisions are to sections, subsections, paragraphs and other subdivisions of this Agreement.

1.3 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

1.4 Currency: Except as otherwise indicated, all amounts expressed herein in terms of money refer to lawful currency of Canada and all payments to be made hereunder shall be made in such currency.

1.5 Schedules: The following are the schedules attached to this Agreement, which schedules are deemed to be a part hereof and are hereby incorporated by reference herein: Schedule “A” - Opinion of Company’s Counsel; Schedule “B” – Material Subsidiaries; and Schedule “C” – United States Offers and Sales.

2. Nature of Transaction

2.1 Each Purchaser resident in a Qualifying Province shall purchase the Convertible Debentures pursuant to the Final Prospectus. The Company hereby agrees to secure compliance with all Applicable Securities Laws of the Qualifying Provinces on a timely basis in connection with the distribution of the Convertible Debentures. The Company and the Underwriters hereby acknowledge that the Convertible Debentures have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws and may not be offered or sold in the United States except to Qualified Institutional Buyers (as defined in Rule 144A) in accordance with Rule 144A under the U.S. Securities Act (“**Rule 144A**”) and the applicable laws of any U.S. state. Accordingly, the Company and each of the Underwriters hereby agree that offers and sales of the Convertible Debentures in the United States shall be conducted only in the manner specified in Schedule “C” of this Agreement. The Underwriters agree to promptly notify the Company if any Convertible Debentures have been sold to United

States purchasers and acknowledge that no such sales have occurred as at the date of this Agreement.

3. Covenants and Representations of the Underwriters

3.1 Each Underwriter severally covenants with the Company that it will (and will use its commercially reasonable best efforts to cause the members of the Selling Group to):

- (i) conduct activities in connection with arranging for the sale and distribution of the Convertible Debentures in compliance with all Applicable Securities Laws, including applicable securities laws in jurisdictions outside of Canada and the United States where the Convertible Debentures are sold, and the provisions of this Agreement;
- (ii) not, directly or indirectly, and will require any member of the Selling Group to agree not to, sell or solicit offers to purchase the Convertible Debentures or distribute or publish any offering circular, prospectus, form of application, advertisement or other offering materials in any country or jurisdiction so as to require registration or filing of a prospectus with respect thereto or compliance by the Company with regulatory requirements (including any continuous disclosure obligations) under the laws of, or subject the Company (or any of its directors, officers or employees) to any inquiry, investigation or proceeding of any securities regulatory authority, stock exchange or other authority in any jurisdiction (other than the filing of the Preliminary Prospectus and the Final Prospectus in the Qualifying Provinces);
- (iii) complete the distribution of the Convertible Debentures as soon as practicable;
- (iv) upon the Company obtaining the necessary receipts therefor from each of the Securities Commissions, deliver one copy of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material to each of the Purchasers; and
- (v) from the date of commencement of distribution of the Convertible Debentures to the date such distribution ceases: (i) not provide to any potential investors of the Convertible Debentures any Marketing Materials in respect of the Convertible Debentures that are or would be required to be incorporated by reference into the Prospectus without the prior approval by the Company of the Template Version of such Marketing Materials, such approval to be evidenced by a written agreement between the Company and TD Securities; provided, for greater certainty, that the Applicable Marketing Materials were approved by the Company and TD Securities pursuant to an agreement dated September 6, 2018; and (ii) provide a copy of the Preliminary Prospectus to each potential investor of the Convertible Debentures who receives any Marketing Materials referred to in this section 3.2.

3.2 TD Securities shall, on behalf of the Underwriters, promptly notify the Company when, in its opinion, the Underwriters and Selling Group have ceased distribution of the Convertible Debentures (and in any event such notice shall be given no later than the earlier of: (i) 21 days

after the Over-Allotment Closing Date, if applicable; or (ii) the expiry date of the Over-Allotment Option) and, if required for regulatory compliance purposes or to satisfy the listing requirements of the Exchange, provide a breakdown of the number of Convertible Debentures distributed and proceeds received (A) in each of the Qualifying Provinces and (B) in any other jurisdiction.

3.3 Each Underwriter severally makes the representations, warranties and covenants applicable to it in Schedule “C” hereto and agrees, on behalf of its U.S. affiliates, for the benefit of the Company, to comply with the selling restrictions imposed by the securities laws of the United States and described in Schedule “C” hereto, which forms part of this Agreement. Each Underwriter also agrees to obtain such an agreement of each member of the selling dealer group. Notwithstanding the provisions of this section 3.3, an Underwriter will not be liable to the Company pursuant to this section 3.3 or Schedule “C” as a result of the violation by another Underwriter or by another member of the selling dealer group of the provisions of this section 3.3 or Schedule “C” if the Underwriter (or its U.S. affiliates), first mentioned is not itself also in violation.

3.4 The Underwriters represent and warrant to, and covenant with, the Company that at least one of the Underwriters is duly registered under the Applicable Securities Laws in each of the Qualifying Provinces.

3.5 Each of TD Securities, CIBC World Markets Inc., BMO Nesbitt Burns Inc., National Bank Financial Inc., Desjardins Securities Inc. and Scotia Capital Inc. represents and warrants to the Company that its decision to participate in the Offering was made independently of the Toronto-Dominion Bank, Canadian Imperial Bank of Commerce, Bank of Montreal, National Bank of Canada, Caisse Centrale Desjardins and The Bank of Nova Scotia (as applicable) and the Offering was not required, suggested or consented to by The Toronto-Dominion Bank, Canadian Imperial Bank of Commerce, Bank of Montreal, National Bank of Canada, Caisse Centrale Desjardins and The Bank of Nova Scotia (as applicable).

4. Representations, Warranties and Covenants of the Company

4.1 General Matters: The Company hereby represents, warrants and covenants to and with the Underwriters that:

- (a) the Company (i) has been duly continued under the *Canada Business Corporations Act* (the “**Act**”) and is and will at the Time of Closing be up-to-date in all material corporate filings and in good standing under the Act; (ii) has all requisite corporate power and authority to carry on its business as now conducted and to own, lease and operate its properties and assets; and (iii) has all requisite corporate power and authority to enter into, deliver and perform its obligations under this Agreement, the Debenture Indenture and the Supplemental Indenture and to carry out the provisions of this Agreement, the Debenture Indenture and the Supplemental Indenture;
- (b) the subsidiaries listed on Schedule “B” are the only subsidiaries of the Company that are material (based on the requirements for disclosure of subsidiaries in an Annual Information Form set out in NI 51-102 or otherwise) to the Company and, except as disclosed in the Company’s Information Record, all securities of such subsidiaries are held, directly or indirectly, by the Company free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims and demands whatsoever other than pledges of such securities to the Company’s lenders;

- (c) each of the Material Subsidiaries has been duly incorporated and is validly existing under the laws of its respective jurisdiction of incorporation and has all requisite corporate power and authority to own, lease and operate its properties and assets and conduct its business as currently conducted. The Material Subsidiaries are current with all material filings required to be made under their respective jurisdictions of incorporation and all other jurisdictions in which they exist or carry on any material business and will at the Time of Closing be up-to-date in all material corporate filings and are and will at the Time of Closing be in good standing under the laws of such jurisdiction, as the case may be, and have all necessary licences, leases, permits, authorizations and other approvals necessary to permit them to conduct their business as currently conducted, except where the absence of such power and authority or failure to make any filing or obtain any licence, lease, permit or authorization would not result in a Material Adverse Effect;
- (d) no proceedings have been taken, instituted or, to the knowledge of the Company, are pending for the dissolution or liquidation of the Company or any of the Material Subsidiaries;
- (e) the Company and each of the Material Subsidiaries conducts their respective businesses in material compliance with all applicable laws, rules and regulations (including all applicable Canadian federal, provincial, municipal, and local environmental anti-pollution and licensing laws, regulations and other lawful requirements of any governmental or regulatory body) of each jurisdiction in which its respective businesses are carried on and each is licensed, registered or qualified in all jurisdictions in which it owns, leases or operates its property or carries on business to enable its business to be carried on as now conducted and its property and assets to be owned, leased and operated and all such licences, registrations and qualifications are valid, subsisting and in good standing and it has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits that could be reasonably expected to have a Material Adverse Effect and will at the Time of Closing be valid, subsisting and in good standing;
- (f) the execution and delivery of this Agreement, the Debenture Indenture and the Supplemental Indenture and the performance of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action of the Company and constitute, and at the Time of Closing this Agreement, the Debenture Indenture and the Supplemental Indenture will constitute, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, provided that enforcement thereof may be limited by laws affecting creditors' rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction, that the provisions relating to indemnity, contribution and waiver of contribution may be unenforceable and that enforceability is subject to the provisions of the *Limitations Act, 2002* (Ontario) (as amended);
- (g) the execution and delivery of this Agreement and the Supplemental Indenture and the fulfilment of the terms hereof and thereof and of the Debenture Indenture by the Company does not and will not require the consent, approval, authorization, registration or qualification of or with any governmental authority,

stock exchange, Securities Commission or other third party, except such as have been obtained or such as may be required (and shall be obtained prior to the Time of Closing) under Applicable Securities Laws of the Qualifying Provinces or stock exchange regulations;

- (h) the Convertible Debentures to be sold as hereinbefore described will, at the time of issue and upon payment of the applicable offering price, be duly allotted, validly issued and outstanding and will be free of all liens, charges and encumbrances, and all statements made in the Final Prospectus describing the Convertible Debentures will be accurate in all material respects;
- (i) the Common Shares issuable upon conversion, redemption or maturity of the Convertible Debentures in accordance with the Debenture Indenture and the Supplemental Indenture will, at the time of issue, be duly allotted, validly issued and outstanding as fully paid and non-assessable and will be free of all liens, charges and encumbrances, and all statements made in the Prospectuses describing the Common Shares will be accurate in all material respects;
- (j) the authorized capital of the Company consists of an unlimited number of Common Shares, of which, as of September 11, 2018, 59,908,806 Common Shares were outstanding as fully paid and non-assessable shares of the Company;
- (k) neither the Company nor any of the Material Subsidiaries are prohibited, restricted or impeded, directly or indirectly, from declaring or paying any dividends, from making any other distribution on their capital stock, units or other securities, from paying any interest or repaying any loans, advances or other indebtedness of the Company or any of the Material Subsidiaries, except as otherwise described in the Prospectuses or except as provided under applicable law;
- (l) the currently issued and outstanding Common Shares of the Company and the 5.50% convertible unsecured subordinated debentures previously issued by the Company (the “**5.50% Debentures**”) are listed and posted for trading on the Exchange and no order ceasing or suspending trading in any securities of the Company or prohibiting the sale of the Common Shares or the trading of any of the Company’s issued securities has been issued and no proceedings for such purpose have been instituted or, to the best of the Company’s knowledge, information and belief, pending or threatened;
- (m) other than pursuant to the Convertible Debentures, the Over-Allotment Option, outstanding options granted or to be granted to directors, officers, employees or consultants of the Company under existing stock option plans, outstanding convertible debentures of the Company and share incentive plans (including the Company’s long term incentive plan) or as otherwise publicly disclosed in the Company’s Information Record, no person now has any agreement or option or right or privilege (whether at law, pre-emptive or contractual) capable of becoming an agreement for the purchase, subscription or issuance of, or conversion into, any unissued Common Shares, warrants, other securities or convertible obligations of any nature of the Company or any of the Material Subsidiaries;

- (n) since December 31, 2017, except as disclosed in the Company's Information Record:
 - (i) there has not been any material change in the assets, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise) or results of operations of the Company and the Material Subsidiaries, on a consolidated basis;
 - (ii) there has not been any material change in the capital stock or long-term debt of the Company and the Material Subsidiaries, on a consolidated basis; and
 - (iii) the Company and the Material Subsidiaries have carried on their respective businesses in the ordinary course;
- (o) the audited consolidated financial statements of the Company for the fiscal year ended December 31, 2017 and the unaudited interim consolidated financial statements of the Company for the three and six months ended June 30, 2018 present fairly, in all material respects, the financial condition of the Company and the Material Subsidiaries, on a consolidated basis, as at and for the period then ended and such financial statements have been prepared in accordance with Canadian GAAP applied on a consistent basis;
- (p) except as disclosed in the Offering Documents, there are no material off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of the Company or any of its subsidiaries with unconsolidated entities or other persons that could reasonably be expected to have a Material Adverse Effect;
- (q) the Company has not made any significant acquisition as such term is defined in Part 8 of NI 51-102 in its current financial year or prior financial years in respect of which historical and/or pro forma financial statements would be required to be included or incorporated by reference into the Prospectuses contemplated herein, and has not entered into any agreement or arrangement in respect of a transaction that would be a proposed significant acquisition (as such terms are defined in NI 44-101);
- (r) except as disclosed in the Offering Documents, none of the Company or any of its subsidiaries has any contingent liabilities in excess of the liabilities that are either reflected or reserved against in the financial statements of the Company that could reasonably be expected to have a Material Adverse Effect;
- (s) except as disclosed in the Company's Information Record, there are no actions, proceedings or investigations (whether or not purportedly by or on behalf of the Company or any subsidiary) current or, to the best of the Company's knowledge, information and belief, pending or threatened against or affecting the Company or its Material Subsidiaries at law or in equity (whether in any court, arbitration or similar tribunal) or before or by any federal, provincial, state, municipal or other governmental department, commission, board or agency, domestic or foreign that would reasonably be expected to have a Material Adverse Effect;

- (t) neither the Company nor any of the Material Subsidiaries is in default or in breach in any material respect of, and the execution and delivery of this Agreement and the Supplemental Indenture by the Company and the performance and compliance with the terms of this Agreement, the Debenture Indenture and the Supplemental Indenture, the issue and sale of the Convertible Debentures, and the issue of the Common Shares issuable upon conversion, redemption or maturity of the Convertible Debentures in accordance with the Debenture Indenture and the Supplemental Indenture, will not result in any material breach of, or be in conflict with or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any term or provision of the constating documents, by-laws or resolutions of the Company or any of the Material Subsidiaries or any Material Agreement, or any judgment, decree, order, statute, rule or regulation applicable to any of them, which breach or default would reasonably be expected to have a Material Adverse Effect;
- (u) the Company is, and will at the Time of Closing be, an Eligible Issuer and a “reporting issuer” in each of the provinces of Canada, not included in a list of defaulting reporting issuers maintained by the Securities Commissions and in particular, without limiting the foregoing, the Company is in compliance with its obligations to make timely disclosure under Applicable Securities Laws of the Qualifying Provinces and there is no material change relating to the Company that has occurred and with respect to which the requisite material change report has not been filed with the Securities Commissions, except to the extent that the Offering constitutes a material change;
- (v) the Company is not required by applicable law or its constating documents to obtain the approval of its shareholders in order to issue the Convertible Debentures or Common Shares issuable upon conversion, redemption or maturity of the Convertible Debentures in accordance with the Debenture Indenture and the Supplemental Indenture;
- (w) there are no third party consents required to be obtained in order for the Company to issue the Convertible Debentures or the Common Shares issuable upon conversion, redemption or maturity of the Convertible Debentures in accordance with the Debenture Indenture and the Supplemental Indenture, other than the consent of the Exchange and the Securities Commissions as contemplated by this Agreement;
- (x) the information and statements set forth in the Company’s Information Record were true, correct and complete in all material respects and did not contain any misrepresentation as of the date of such information or statement, and the Company has not filed any confidential material change reports with any Securities Commission that is still maintained on a confidential basis;
- (y) the auditors of the Company who audited the consolidated financial statements of the Company most recently delivered to the securityholders of the Company and delivered their report with respect thereto are independent public accountants as required by the Applicable Securities Laws of the Qualifying Provinces;

- (z) there has not been any reportable disagreement (within the meaning of NI 51-102) with the present or any former auditor of the Company;
- (aa) as at the Time of Closing, the Convertible Debentures will be conditionally approved for listing on the Exchange subject to satisfaction of the usual conditions imposed by the Exchange;
- (bb) except as disclosed in the Company's Information Record, all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by the Company or any of the Material Subsidiaries have been paid except for where the failure to pay such taxes would not constitute an adverse material fact of the Company and the Material Subsidiaries, on a consolidated basis, or would not reasonably be expected to have a Material Adverse Effect. All tax returns, declarations, remittances and filings required to be filed by the Company and the Material Subsidiaries have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom that would make any of them misleading except where the failure to file such documents would not constitute an adverse material fact of the Company and the Material Subsidiaries, on a consolidated basis, or would not reasonably be expected to have a Material Adverse Effect. To the best of the Company's knowledge, no examination of any tax return of the Company or the Material Subsidiaries is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any Taxes that have been paid, or may be payable, by the Company or any of its Material Subsidiaries, in any case, except where such examinations, issues or disputes would not constitute an adverse material fact of the Company and the Material Subsidiaries, on a consolidated basis, or would not reasonably be expected to have a Material Adverse Effect;
- (cc) neither the Company nor any of the Material Subsidiaries, nor to the best of the Company's knowledge, information and belief, any other person, is in default in any material respect in the observance or performance of any term, covenant or obligation to be performed by the Company or any of the Material Subsidiaries or such other person under any Material Agreement to which the Company or any of the Material Subsidiaries is a party or otherwise bound and all such contracts, agreements or arrangements are in good standing, and no event has occurred that with notice or lapse of time or both would constitute such a default by the Company or a Material Subsidiary which breach or default would reasonably be expected to have a Material Adverse Effect;
- (dd) the Company agrees, for a period of 90 days from the Closing Date, that it will not, directly or indirectly, without the consent of TD Securities, on behalf of the Underwriters, whose consent shall not be unreasonably withheld, offer, issue, sell, grant, secure, pledge, or otherwise transfer, dispose of or monetize, or engage in any hedging transaction, or enter into any form of agreement or arrangement the consequence of which is to alter economic exposure to, or announce any intention to do so, in any manner whatsoever, any additional Convertible Debentures, Common Shares or any securities convertible into or

exchangeable for Common Shares (except in connection with (i) the grant or exercise of stock options and other similar issuances of securities pursuant to the share incentive plans of the Company and other share compensation arrangements; (ii) the exercise of warrants, the conversion of the Convertible Debentures or other convertible unsecured subordinated debentures of the Company, or any other convertible securities of the Company outstanding on the date hereof; and (iii) the exercise of the Over-Allotment Option);

- (ee) Computershare Investor Services Inc. has been appointed the registrar and transfer agent for the Common Shares at its principal transfer office in the City of Toronto, Ontario;
- (ff) Computershare Trust Company of Canada has been appointed trustee for the Convertible Debentures under the Debenture Indenture at its principal transfer office in the City of Toronto, Ontario;
- (gg) except as disclosed in the Company's Information Record or the Offering Documents, and to the best of the Company's knowledge, information and belief, none of the directors, officers or employees of the Company, any known holder of more than ten per cent of any class of shares of the Company, or any known associate or affiliate of any of the foregoing persons or companies (as such terms are defined in the *Securities Act* (Ontario)), has had any material interest, direct or indirect, in any material transaction within the previous two years or any proposed material transaction that, as the case may be, materially affected, is material to the Company and the Material Subsidiaries on a consolidated basis or would reasonably be expected to have a Material Adverse Effect;
- (hh) other than the Underwriters pursuant to this Agreement, there is no person acting or purporting to act at the request of the Company who is entitled to any brokerage, agency or other fiscal advisory or similar fee in connection with the transactions contemplated herein;
- (ii) except as disclosed in the Company's Information Record or on SEDI, none of the Company or the Material Subsidiaries is party to any Debt Instrument or has any other indebtedness outstanding that has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at arm's length with them;
- (jj) the use of the proceeds from the Offering by the Company shall be as described in the Final Prospectus or any Supplementary Material under the heading "Use of Proceeds";
- (kk) the assets of the Company and the Material Subsidiaries and their business and operations are insured against loss or damage with reputable insurers on a basis consistent with insurance obtained by reasonably prudent participants in comparable businesses, and such coverage is in full force and effect, and none of the Company or any of the Material Subsidiaries has failed to promptly give any notice or present any material claim thereunder;
- (ll) to the best of the Company's knowledge, and except as would not have a Material Adverse Effect, the Company or one of the Company's subsidiaries own or possess the right to use all material patents, trademarks, trademark

registrations, service marks, service mark registrations, trade names, copyrights, licences, inventions, trade secrets and rights described in the Prospectuses as being owned by them or any of them or necessary for the conduct of their respective businesses, and the Company is not aware of any claim to the contrary or any challenge by any other person to the rights of the Company or one of the Company's subsidiaries with respect to the foregoing. To the best of the Company's knowledge, and except as would not have a Material Adverse Effect, the Company's business, including that of its subsidiaries, as now conducted does not, and as currently proposed to be conducted will not, infringe or conflict with, in any material respect, patents, trademarks, service marks, trade names, copyrights, trade secrets, licences or other intellectual property or franchise right of any person. Except as would not have a Material Adverse Effect, no claim has been made against the Company or any subsidiary thereof alleging the infringement by the Company or any subsidiary thereof of any patent, trademark, service mark, trade name, copyright, trade secret, licence in or other intellectual property right or franchise right of any person; and

- (mm) to the best of the Company's knowledge, neither the Company nor any of the Company's subsidiaries has, directly or indirectly, (a) made or authorized any contribution, payment or gift of funds or property of the Company or the Company's subsidiaries or other unlawful expense relating to political activity to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction or (b) made any direct or indirect contribution from corporate funds to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under the *Corruption of Foreign Public Officials Act* (Canada), the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) or, the United States Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to the Company or the Company's subsidiaries and their respective operations.

4.2 Prospectus Matters: The Company hereby represents, warrants and covenants to and with the Underwriters that:

- (a) the Company has filed the Applicable Marketing Materials in both the English and French languages on SEDAR on September 6, 2018 and will take all necessary steps before the close of business on September 12, 2018 to file the Preliminary Prospectus pursuant to NP 11-202 and use its commercially reasonable best efforts to obtain a preliminary receipt from the Ontario Securities Commission, and a deemed receipt in respect of each of the other Qualifying Provinces in respect thereto, provided the Underwriters have taken all action required by them hereunder to permit the Company to do so;
- (b) the Company will, provided the Underwriters have taken all action required by them hereunder to permit the Company to do so, use all commercially reasonable efforts to file the Final Prospectus pursuant to NP 11-202 and to obtain a final receipt therefor from the Ontario Securities Commission, and a deemed receipt in respect of each of the other Qualifying Provinces, and shall have taken all other steps and proceedings that may be necessary in order to qualify the Convertible Debentures for distribution pursuant to the Final

Prospectus in each of the Qualifying Provinces before the close of business on September 19, 2018 (or such other date as may be agreed to in writing by the Company and the Underwriters);

(c) the Company will deliver, or cause to be delivered, from time to time without charge to the Underwriters as many copies of the Preliminary Prospectus, the Final Prospectus, the U.S. Offering Documents and any Supplementary Material (in the English and French language) as the Underwriters may reasonably request for the purposes contemplated hereunder and contemplated by the Applicable Securities Laws in the Qualifying Provinces and each such delivery shall constitute:

(i) a representation and warranty by the Company to the Underwriters that:

(A) the information and statements contained or incorporated by reference in such Preliminary Prospectus, the Final Prospectus and any Supplementary Material (in the English and French language) constitute full, true and plain disclosure of all material facts relating to the Company and the Material Subsidiaries on a consolidated basis, the Convertible Debentures and the Common Shares; and

(B) such Preliminary Prospectus, Final Prospectus and any Supplementary Material (in the English and French language) do not contain a misrepresentation;

provided, however, that this representation and warranty shall not apply to any information and statements contained in the Prospectuses or any Supplementary Material made in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of the Underwriters; and

(ii) the consent of the Company to their use of such documents in the Qualifying Provinces in connection with the distribution or the distribution to the public of the Convertible Debentures subject to the Underwriters complying with the provisions of the Applicable Securities Laws in the Qualifying Provinces and the provisions of this Agreement;

(d) the Offering Documents shall contain the disclosure required by and conform to all requirements of the Applicable Securities Laws of the Qualifying Provinces;

(e) during and prior to completion of the distribution of the Convertible Debentures, the Company will otherwise take or cause to be taken all steps and proceedings (including the filing of, and obtaining the issuance of a final receipt for, the Final Prospectus) that may be required under the Applicable Securities Laws of the Qualifying Provinces to qualify the Convertible Debentures for sale to the public in the Qualifying Provinces through registrants registered under the Applicable Securities Laws of the Qualifying Provinces who have complied with the relevant provisions thereof; and

- (f) at all times until the distribution of the Convertible Debentures has been completed, but in any event not later than 21 days following the Closing Date, the Company will, to the reasonable satisfaction of counsel to the Underwriters, promptly take or cause to be taken all reasonable additional steps and proceedings that may be required from time to time under the Applicable Securities Laws of the Qualifying Provinces to continue to so qualify the Convertible Debentures or, in the event that the Convertible Debentures have, for any reason, ceased to so qualify, to again so qualify the Convertible Debentures.

4.3 Due Diligence Matters: The Company hereby represents, warrants and covenants to and with the Underwriters that:

- (a) prior to the filing of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material, the Company will allow the Underwriters to participate fully in the preparation of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material and shall allow the Underwriters to conduct all due diligence that they may reasonably require to conduct in order to fulfill their obligations, in order to enable them to responsibly execute the certificates required to be executed by them at the end of each of the Preliminary Prospectus, the Final Prospectus and any applicable Supplementary Material;
- (b) the net proceeds of the Offering will be applied in accordance with the disclosure set forth under the heading "Use of Proceeds" in the Final Prospectus or any Supplementary Material;
- (c) during the period commencing on the date first written above and ending upon the Time of Closing, the Company will provide to the Underwriters drafts of any press release of the Company or any of the Material Subsidiaries directly or indirectly relating to the Company or the Material Subsidiaries for review by the Underwriters and the Underwriters' counsel prior to issuance, provided that any such review will be completed in a timely manner;
- (d) the Company will promptly notify the Underwriters in writing if, prior to termination of the distribution of the Convertible Debentures, there shall occur any material change or change in a material fact (in either case, whether actual, anticipated, contemplated or threatened and other than a change or change in fact relating solely to the Underwriters) or any event or development involving a prospective material change or a change in a material fact relating to the Company and the Material Subsidiaries on a consolidated basis or any other change that is of such a nature as to result in, or could be considered reasonably likely to result in, a misrepresentation in the Final Prospectus or any Supplementary Material, as they exist immediately prior to such change, or could render any of the foregoing, as they exist immediately prior to such change, not in compliance with any of the Applicable Securities Laws of the Qualifying Provinces;
- (e) the Company will promptly notify the Underwriters in writing with full particulars of any such actual, anticipated, contemplated, threatened or prospective change referred to in the preceding paragraph and the Company shall, to the satisfaction of the Underwriters, acting reasonably, provided the Underwriters have taken all action required by them hereunder to permit the Company to do so, file promptly and, in any event, within all applicable time limitation periods under the Applicable Securities Laws of the Qualifying Provinces with the Securities

Commissions a new or amended Final Prospectus or Supplementary Material, as the case may be, or material change report as may be required under the Applicable Securities Laws of the Qualifying Provinces and shall comply with all other applicable filing and other requirements under the Applicable Securities Laws of the Qualifying Provinces including any requirements necessary to qualify the distribution of the Convertible Debentures and shall deliver to the Underwriters as soon as practicable thereafter their reasonable requirements of conformed or commercial copies of any such new or amended Final Prospectus or Supplementary Material. The Company will not file any such new or amended disclosure documentation or material change report that is related to or could reasonably have an effect on the Offering, without providing the Underwriters with a reasonable amount of time to review and comment thereon;

- (f) the Company will in good faith discuss with the Underwriters as promptly as possible any circumstance or event that is of such a nature that there is or ought to be consideration given as to whether there may be a material change or change in a material fact or other change described in the preceding two paragraphs;
- (g) the minute books of the Company provided to counsel to the Underwriters contain copies of all constating documents and all proceedings of securityholders and directors (and committees thereof) and are complete in all material respects; and
- (h) the Company has a reasonable basis for disclosing all forward-looking information contained in the Prospectuses and U.S. Placement Memorandum and is not, as at the date hereof, required to update any such forward-looking information pursuant to NI 51-102.

4.4 Environmental Matters: The Company hereby represents, warrants and covenants to and with the Underwriters that:

- (a) except as would not have a Material Adverse Effect, the Company and the Material Subsidiaries are in compliance with all applicable federal, provincial, state, municipal and local laws, statutes, ordinances, by-laws and regulations and orders, directives and decisions rendered by any ministry, department or administrative or regulatory agency, domestic or foreign (the “**Environmental Laws**”) relating to the protection of the environment, occupational health and safety or the processing, use, treatment, storage, disposal, discharge, transport or handling of any pollutants, contaminants, chemicals or industrial, toxic or hazardous wastes or substance (“**Hazardous Substances**”);
- (b) except as would not have a Material Adverse Effect, the Company and the Material Subsidiaries have, collectively, obtained all licences, permits, approvals, consents, certificates, registrations and other authorizations under all applicable Environmental Laws (the “**Environmental Permits**”) necessary as at the date hereof for the operation of the businesses carried on by the Company and the Material Subsidiaries, and each Environmental Permit is valid, subsisting and in good standing in all respects and neither the Company nor any of the Material Subsidiaries is in default or breach of any Environmental Permit and, to the best of the Company’s knowledge, no proceeding is pending or threatened to revoke or limit any Environmental Permit;

- (c) except as would not have a Material Adverse Effect, neither the Company nor any of the Material Subsidiaries has used, except in compliance with all Environmental Laws and Environmental Permits, any property or facility that it owns or leases or previously owned or leased, to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Substance;
- (d) except as would not have a Material Adverse Effect, there are no outstanding orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Company or any of its Material Subsidiaries, nor has the Company or any of its Material Subsidiaries received notice of any of the same; and
- (e) except as would not have a Material Adverse Effect, there are no environmental audits, evaluations, assessments, studies or tests relating to the Company or any of the Material Subsidiaries except for ongoing assessments conducted by or on behalf of the Company in the ordinary course.

4.5 Employment Matters: The Company hereby represents, warrants and covenants to and with the Underwriters that:

- (a) except as would not have a Material Adverse Effect, each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to, by the Company for the benefit of any current or former director, officer, employee or consultant of the Company (the “**Employee Plans**”) has been maintained in compliance with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plans, in each case in all material respects and has been publicly disclosed to the extent required by Applicable Securities Laws of the Qualifying Provinces;
- (b) except as would not have a Material Adverse Effect, all material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or state pension plan premiums, accrued wages, salaries and commissions and employee benefit plan payments have been reflected in the books and records of the Company or the Material Subsidiaries; and
- (c) there is not currently any labour disruption or to the knowledge of the Company any potential or threatened labour disruption that could reasonably be expected to have a Material Adverse Effect.

5. Conditions to Purchase Obligation

5.1 The following are conditions of the Underwriters’ obligations to close the purchase of the Convertible Debentures from the Company as contemplated hereby, which conditions may be waived in writing in whole or in part by the Underwriters:

- (a) the Company will have made or obtained the necessary filings, approvals, consents and acceptances to or from, as the case may be, the Securities

Commissions and the Exchange required to be made or obtained by the Company in connection with the Offering, on terms that are acceptable to the Company and the Underwriters, acting reasonably, prior to the Closing Date, it being understood that the Underwriters will do all that is reasonably required to assist the Company to fulfill this condition;

- (b) the Company shall have delivered, or caused to be delivered, to the Underwriters within 18 hours of the issuance of the receipt for the Preliminary Prospectus by each of the Qualifying Provinces, or such later time as may be agreed upon by the Company and the Underwriters, in such Canadian cities as the Underwriters may reasonably request, conformed commercial copies of the Preliminary Prospectus in the English and French languages;
- (c) the Company shall have delivered, or caused to be delivered, to the Underwriters within 18 hours of the issuance of the receipt for the Final Prospectus by each of the Qualifying Provinces, or such later time as may be agreed upon by the Company and the Underwriters, in such Canadian cities as the Underwriters may reasonably request, conformed commercial copies of the Final Prospectus in the English and French languages;
- (d) subject to sufficient distribution of the Convertible Debentures (for greater certainty, including the Additional Debentures) and approval of the Exchange, the Convertible Debentures will have been accepted for listing by the Exchange, subject to the usual conditions, and will, at the opening of trading on the Exchange on the Closing Date (and the Over-Allotment Closing Date, as applicable), be accepted for trading on the Exchange;
- (e) the Common Shares issuable upon conversion, redemption or maturity of the Convertible Debentures in accordance with the Debenture Indenture and the Supplemental Indenture will have been accepted for listing by the Exchange, subject to the usual conditions, and will, at the opening of trading on the Exchange on the Closing Date (and the Over-Allotment Closing Date, as applicable), be accepted for trading on the Exchange;
- (f) the Company's board of directors will have authorized and approved this Agreement, the Supplemental Indenture (including the form of certificate representing the Convertible Debentures), the issuance of the Convertible Debentures (including Additional Debentures) and the issuance of the Common Shares issuable upon conversion, redemption or maturity of the Convertible Debentures (including Additional Debentures) in accordance with the Debenture Indenture and the Supplemental Indenture;
- (g) the Underwriters shall have received at the Time of Closing certificates dated the Closing Date, signed by an appropriate officer on behalf of the Company, but without personal liability, addressed to the Underwriters and its counsel, with respect to all resolutions of the Company's board of directors relating to the Offering, this Agreement, the Supplemental Indenture and the transactions contemplated hereby and thereby, the incumbency and specimen signatures of signing officers and the constating documents of the Company;
- (h) the Company will deliver a certificate of the Company signed on behalf of the Company, but without personal liability, by the Chief Executive Officer of the

Company and the Chief Financial Officer of the Company or such other senior officers of the Company as may be acceptable to the Underwriters, acting reasonably, addressed to the Underwriters and their counsel and dated the Closing Date, in form and content satisfactory to the Underwriters, acting reasonably, certifying that:

- (i) no order ceasing or suspending trading in any securities of the Company or prohibiting the sale of the Convertible Debentures, Common Shares or any of the Company's other issued securities has been issued and no proceedings for such purpose have been instituted or, to the knowledge of such officers, pending or threatened;
 - (ii) the Company has no undisclosed contingent liability that is material to the Company on a consolidated basis;
 - (iii) there has been no adverse material change (actual, proposed or prospective, whether financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Company and the Material Subsidiaries on a consolidated basis since the date hereof that has not been disclosed in the Offering Documents or otherwise generally disclosed;
 - (iv) since the date hereof, no material change relating to the Company and the Material Subsidiaries on a consolidated basis, except for the Offering, has occurred with respect to which the requisite material change statement or report has not been filed and no such disclosure has been made on a confidential basis;
 - (v) the representations and warranties of the Company contained in this Agreement are true and correct in all material respects at the Time of Closing, with the same force and effect as if made by the Company as at the Time of Closing after giving effect to the transactions contemplated hereby; and
 - (vi) the Company has complied, and in the case of Subsection 4.3(b) will comply, with all the covenants and satisfied all the terms and conditions of this Agreement on its part to be complied with or satisfied, other than conditions which have been waived by the Underwriters, at or prior to the Time of Closing;
- (i) the Company's Canadian counsel shall have delivered a favourable legal opinion addressed to the Underwriters in form and substance satisfactory to the Underwriters, acting reasonably, in respect of those matters identified in Schedule "A" hereto. In giving such opinion, counsel to the Company shall be entitled to rely, to the extent appropriate in the circumstances, upon local counsel and shall be entitled as to matters of fact to rely upon a certificate of fact from responsible persons in a position to have knowledge of such facts and their accuracy;
 - (j) if any Convertible Debentures are sold in the United States, the Company's U.S. legal counsel, Shearman & Sterling LLP, shall have delivered a favourable legal opinion addressed to the Underwriters in form and substance satisfactory to the

Underwriters, acting reasonably, to the effect that it is not necessary in connection with the offer and sale of the Convertible Debentures to the Underwriters or in connection with the initial resale of the Convertible Debentures by the Underwriters in the United States in the manner contemplated by this Agreement and the U.S. Placement Memorandum, to register the Convertible Debentures under the U.S. Securities Act, it being understood that such counsel need not express any opinion as to any subsequent resale of any Convertible Debentures. In providing such opinion, counsel shall be entitled to assume (i) that the representations and warranties of the Company and the Underwriters set forth in this Agreement are true and correct, (ii) compliance by the Company and the Underwriters with their respective obligations under this Agreement and (iii) the accuracy of the representations and warranties, and the compliance with the covenants, of any purchasers in the United States deemed to be made by such purchaser as set forth in the U.S. Placement Memorandum;

- (k) PricewaterhouseCoopers LLP shall have delivered to the Underwriters an update of its letter referred to in paragraph 6.1 below to a date not more than two Business Days prior to the Closing Date;
- (l) PricewaterhouseCoopers LLP shall have delivered to the Underwriters, prior to the filing of the Final Prospectus, opinions that the French translation of the financial statements and management's discussion and analysis incorporated by reference in the Preliminary Prospectus and the Final Prospectus are in all material respects a complete and proper translation of the English language version;
- (m) the Company's counsel in Quebec shall have delivered to the Underwriters, prior to the filing of the Final Prospectus, opinions that the French translation of the Preliminary Prospectus and the Final Prospectus, including all documents incorporated by reference therein (other than such documents opined upon by PricewaterhouseCoopers LLP as contemplated herein) are in all material respects a complete and proper translation of the English language version; and
- (n) the Company's registrar and transfer agent shall have delivered a certificate as to the number of issued and outstanding Common Shares as of the close of business on the day immediately prior to the Closing Date.

5.2 In the event the Over-Allotment Option is exercised in whole or in part, the Additional Debentures issued thereunder shall be deemed to form part of the Offering and the terms and conditions relating to the initial closing of the purchase and sale of the Convertible Debentures in subsections 5.1(f), 5.1(g), 5.1(h), 5.1(i), 5.1(j), 5.1(k) and 5.1(n) hereof shall apply to each Over-Allotment Closing.

6. Additional Documents Upon Filing of Final Prospectus

6.1 The Company shall cause to be delivered to the Underwriters concurrently with the filing of the Final Prospectus and any Supplementary Material a comfort letter dated the date thereof from the auditors of the Company and addressed to the Underwriters and to the directors of the Company, in form and substance satisfactory to the Underwriters, acting reasonably, relating to the verification of the financial information and accounting data and other numerical data of a financial nature contained therein and matters involving changes or developments since the respective dates as of which specified financial information is given therein, to a date not more than two Business Days prior to the date of such letter.

7. Closing

7.1 The Offering will be completed at the offices of the Company's counsel in Toronto, Ontario at the Time of Closing or such other place, date or time as may be mutually agreed to; provided that if the Company has not been able to comply in any material respect with any of the covenants or conditions set out herein required to be complied with by them by the Time of Closing or such other date and time as may be mutually agreed to or such covenant or condition has not been waived by the Underwriters, the respective obligations of the parties will terminate without further liability or obligation except for payment of expenses, indemnity and contribution provided for in this Agreement.

7.2 At the Time of Closing, there shall be delivered to the Underwriters:

- (a) by the Company, certificates representing the aggregate principal amount of Convertible Debentures comprising the Offering registered as the Underwriters may direct (which may include registration of the Convertible Debentures as book-entry only or non-certificated securities);
- (b) the requisite legal opinions and certificates as contemplated in section 5.1; and
- (c) such further documents as may be contemplated herein or as the Underwriters or the Securities Commissions may reasonably require,

against payment to the Company to such account or accounts as it may direct of the aggregate purchase price for the Convertible Debentures, net of the Underwriting Fee.

7.3 All terms and conditions of this Agreement shall be construed as conditions and any breach or failure to comply with any such terms and conditions in any material respect shall entitle the Underwriters, or any one of them, to terminate their obligations to purchase the Convertible Debentures by written notice to that effect given to the Company prior to the Time of Closing. It is understood that the Underwriters, or any one of them, may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to their rights in respect of any such terms and conditions or any other subsequent breach or non-compliance; provided that to be binding on an Underwriter, any such waiver or extension must be in writing and signed by such Underwriter.

8. Termination of Purchase Obligation

8.1 Without limiting any of the other provisions of this Agreement, any Underwriter will be entitled, at its option, to terminate and cancel, without any liability on its part or on the part of the other Underwriters and the Purchasers, its obligations under this Agreement, to purchase the

Convertible Debentures, by giving written notice to the Company at any time through to the Time of Closing if:

- (a) there shall occur any material change or change in a material fact, in each case which, in the reasonable opinion of the Underwriter, has or would be expected to have a significant adverse effect on the market price or value of the Convertible Debentures or Common Shares;
- (b) (i) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is commenced, announced or threatened or any order made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including, without limitation, the Exchange or any securities regulatory authority or any law or regulation is enacted or changed which in the reasonable opinion of the Underwriter, could operate to prevent or materially restrict the trading of the Convertible Debentures or Common Shares or materially and adversely affects or will materially and adversely affect the market price or value of the Convertible Debentures or Common Shares; or (ii) a cease trading order is made or threatened in respect of the Company by any Securities Commission or other competent regulatory authority;
- (c) there should develop, occur or come into effect or existence any event, action, state, circumstance, condition or major financial occurrence, catastrophe, accident, natural disaster, public protest, war or act of terrorism or other occurrence of national or international consequence which in the reasonable opinion of the Underwriter significantly adversely affects or could reasonably be expected to significantly adversely affect the financial markets in Canada or the United States or the business, operations or affairs of the Company and its subsidiaries taken as a whole; or
- (d) the Company is in breach of any material term, condition or covenant of this Agreement or any material representation or warranty given by the Company in this Agreement is or becomes false.

The occurrence or non-occurrence of any of the foregoing events or circumstances is to be determined in the discretion of the Underwriters (or any one of them), acting reasonably.

The Underwriters shall give notice to the Company (in writing or by other means) of the occurrence of any of the events referred to in this section 8.1; provided that neither the giving nor the failure to give such notice shall in any way affect the Underwriters' entitlement to exercise this right at any time prior to the Time of Closing, except to the extent the Company is materially prejudiced by such failure to notify.

The Underwriters' rights of termination contained in this section 8.1 are in addition to any other rights or remedies that they may have in respect of any default, act or failure to act or non-compliance by the Company in respect of any of the matters contemplated by this Agreement.

8.2 If the obligations of an Underwriter are terminated under this Agreement pursuant to the termination rights provided for in section 8.1, the liabilities of the Company to such Underwriter shall be limited to the obligations of the Company under the indemnity, contribution and expense provisions of this Agreement and the provisions of section 12.2 shall apply.

9. Indemnity

9.1 The Company hereby covenants and agrees to indemnify and save harmless each of the Underwriters and any of their subsidiary or affiliated companies and each and every of their respective directors, officers, employees, agents and shareholders (each an “**Indemnified Party**”) against all losses (other than a loss of profits), claims, damages, liabilities, costs or expenses (collectively, a “**Claim**”) caused or incurred by reason of:

- (a) any statement made (other than any statement or information relating solely to the Underwriters made in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of the Underwriters for inclusion in the Prospectuses or any Supplementary Material) in this Agreement or in any certificate delivered to the Underwriters pursuant to this Agreement which at the time and in light of the circumstances under which it was made is or is alleged to be untrue;
- (b) any statement or information contained in the Preliminary Prospectus, the Final Prospectus or any Supplementary Material that may be filed on behalf of the Company under the Applicable Securities Laws of the Qualifying Provinces (other than any statement or information relating solely to the Underwriters and provided by the Underwriters for inclusion in such document) which at the time and in light of the circumstances under which it was made contains or is alleged to contain a misrepresentation or is or is alleged to be untrue, false or misleading;
- (c) the omission or alleged omission to state in the Preliminary Prospectus, the Final Prospectus or any Supplementary Material any material fact (other than a material fact relating solely to the Underwriters) required to be stated therein or necessary to make any statement therein not false or misleading in the light of the circumstances under which it was made;
- (d) the Company not complying with any requirements of the Applicable Securities Laws of the Qualifying Provinces or the U.S. Securities Act other than in respect of any matter or thing contemplated by or included in subsections 9.1(a), (b), (c), (e) or (f) hereof;
- (e) any order made or inquiry, investigation or proceeding (formal or informal) commenced or threatened by any officer or official of any of the Securities Commissions or any other securities regulatory authority or by any other competent authority based upon the circumstances described in subsections 9.1(b), (c), or (d) above which operates to prevent or restrict trading in or distribution of the Convertible Debentures or Common Shares in any of the Qualifying Provinces; or
- (f) any breach of any representations, warranties, covenants or agreements of the Company contained in this Agreement or given pursuant to this Agreement.

9.2 The indemnification contained in this article 9 shall cease to be available to an Indemnified Party if and to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable determines that:

- (a) the Indemnified Party has been negligent or dishonest or has committed wilful misconduct or any fraudulent act in the course of their performance of their obligations pursuant to this Agreement; and
- (b) the Claim, as to which indemnification is claimed, was directly or indirectly caused by the negligence, dishonesty, wilful misconduct or fraud referred to in (a) above, and not by any negligence, dishonesty, wilful misconduct or fraud of the Company (provided that for greater certainty, an Underwriter's failure to conduct such reasonable investigation as to provide reasonable grounds for a belief that the Final Prospectus contained no misrepresentation (or, colloquially, to permit the Underwriter to sustain a "due diligence defence" under Applicable Securities Laws) (other than any statement or information relating solely to the Underwriters made in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of the Underwriters for inclusion in the Prospectuses or any Supplementary Material) shall not constitute "negligence" for purposes of this section 9 or otherwise disentitle an Indemnified Party from claiming indemnification).

9.3 No admission of liability and no settlement of any Claim in respect of which indemnification may be sought hereunder will be made without the consent of the Indemnified Party, such consent not to be unreasonably withheld. No admission of liability will be made by the Indemnified Party without the consent of the Company and the Company will not be liable for any settlement of any Claim made without its consent, such consent not to be unreasonably withheld.

9.4 Promptly after receipt by an Indemnified Party of notice of the commencement of any Claim in respect of which it may be entitled to indemnity by the Company hereunder, such Indemnified Party will notify the Company thereof; but the omission to so notify the Company will not relieve the Company from any liability which they may have to any Indemnified Party under this article 9 except and only to the extent that the Company is materially prejudiced by such failure to notify.

9.5 In case any such Claim is made against any Indemnified Party, and the Indemnified Party notifies the Company thereof, the Company will assume the defense thereof, including the employment of counsel and the payment of all expenses and throughout the course thereof, the Company will provide copies of all relevant documentation to the Indemnified Party, will keep the Indemnified Party advised of the progress thereof and will discuss with the Indemnified Party all significant actions proposed unless precluded from doing so by law or court order. The Indemnified Party will have the right to elect to employ its own separate counsel in any such action or investigation and participate in the defence thereof but the fees and expenses of such counsel will be at its expense unless:

- (a) the employment thereof has been specifically authorized by the Company in writing;
- (b) the Company has failed within 10 Business Days after receipt of such written notice to assume the defence of such action or investigation on behalf of the Indemnified Party and employ counsel therefor; or
- (c) the named parties to any such claim include both the Company and the Indemnified Party and the Indemnified Party shall have been advised by counsel that representation of both parties by the same counsel would be inappropriate

for any reason including that there are defences available to the Indemnified Party which are required to be advanced by separate counsel because of an actual or potential conflict of interest or any similar reason.

9.6 In the event the Indemnified Party exercises its right to employ its own counsel and any of sections 9.5(a), (b) or (c) above apply, the reasonable fees and expenses of such counsel as well as the reasonable costs and out-of-pocket expenses incurred by the Indemnified Party in connection therewith will be paid by the Company as they occur.

9.7 The rights of indemnity contained in this article 9 will not enure to the benefit of the Underwriters or any other Indemnified Party if the Company has complied with the provisions of articles 4 and 5 hereof, as applicable, and the person asserting any claim contemplated by this article 9 was not provided with a copy of any of the Prospectuses or Supplementary Material which corrects any untrue statement or information, misrepresentation or omission which is the basis of such claim and which is required, under the Applicable Securities Laws, to be delivered to such person by the Underwriters or members of their selling group (if any).

9.8 The Company hereby constitutes the Underwriters as trustees for the directors, officers, employees, partners and agents of the Underwriters for the covenants of the Company contained in this article 9 with respect to the directors, officers, employees, partners and agents of the Underwriters and the Underwriters agree to accept such trust and to hold it and such covenants on behalf of such persons.

9.9 The Company hereby waives its rights to recover contribution from any of the Underwriters or any other Indemnified Party with respect to any liability of the Company by reason of or arising out of any misrepresentation contained in the Preliminary Prospectus, the Final Prospectus or in any Supplementary Material; provided, however, that such waiver will not apply in respect of liability caused or incurred by reason of or arising out of:

- (a) any misrepresentation which is based upon or results from a statement or information relating solely to the Underwriters contained in such document and which statement or information was provided by the Underwriters for inclusion in such document; or
- (b) any failure by the Underwriters or members of their selling group (if any) to provide to prospective purchasers of the Convertible Debentures any document which the Company or the Underwriters are required by law to provide to such prospective purchasers, in the case of the Company, and which it has provided to the Underwriters to forward to such prospective purchasers.

10. Contribution.

10.1 If for any reason the indemnification provided for in article 9 is unavailable, in whole or in part, to an Indemnified Party, or insufficient to hold it harmless, in respect of any losses, claims, damages, liabilities, costs or expenses referred to in article 9 or claims, actions, suits or proceedings in respect thereof, and subject to the restrictions and limitation referred to therein, the Company will contribute to the amount paid or payable as a result of such losses, claims, damages, liabilities, costs or expenses in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and the Underwriters on the other hand but also the relative fault of the Company and the Underwriters, as well as any relevant equitable considerations provided that the Company will in any event contribute to the amount paid or payable by the Underwriters as a result of such losses, claims, damages, liabilities,

costs or expenses, any excess of such amount over the amount of the fees received by the Underwriters pursuant to this Agreement.

10.2 The relative benefits received by the Company on the one hand and the Underwriters on the other hand will be deemed to be in the same proportion as the total proceeds from the distribution of the Convertible Debentures (net of the Underwriting Fee payable to the Underwriters) received by the Company is to the Underwriting Fee received by the Underwriters, in each case as set forth in the table on the face page of the Prospectuses. The relative fault of the Company on the one hand and the Underwriters on the other hand will be determined by reference to, among other things, whether the statement, misrepresentation, omission, order, inquiry, investigation, proceeding or other matter or thing referred to in article 9 which resulted in such losses, claims, damages, liabilities, costs or expenses or claims, actions, suits or proceedings in respect thereof relates to information supplied by or steps or actions taken or done by or on behalf of the Underwriters and the relative intent, knowledge, access to information and opportunity to correct or prevent such statement, misrepresentation, omission, order, inquiry, investigation, proceeding or other matter or thing referred to in article 9. The amount paid or payable by an Indemnified Party as a result of such losses, claims, damages, liabilities, costs or expenses or claims, actions, suits or proceedings in respect thereof referred to above will be deemed to include any legal or other out of pocket expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such losses, claims, damages, liabilities, costs or expenses or claims, actions, suits or proceedings in respect thereof, whether or not resulting in any such action, suit, proceeding or claim.

10.3 The rights and remedies of the Underwriters set forth in this article 10 are, to the fullest extent possible in law, mutually exclusive and are cumulative and not alternative and the election by the Underwriters to exercise any such right or remedy will not be, and will not be deemed to be, a waiver of any of such other rights and remedies.

10.4 If any provision of this article 10 or any section hereof is determined to be void, voidable or unenforceable, in whole or in part, such determination will not affect or impair or be deemed to affect or impair the validity of any other provisions of this Agreement and such void, voidable or unenforceable provision will be severable from this Agreement.

10.5 Notwithstanding any other provision of this article 10, no person found guilty of negligence, dishonesty, wilful misconduct or any fraudulent act by a court of competent jurisdiction in a final judgment that has become non-appealable will be entitled to contribution from any person who was not guilty of such negligence, dishonesty, wilful misconduct or any fraudulent act.

10.6 The rights to contribution provided herein will be in addition to and not in derogation of any other right to contribution which the Underwriters may have by statute or otherwise at law.

10.7 If the Underwriters have reason to believe that a claim for contribution may arise, they will give the Company notice thereof in writing as soon as reasonably possible, but failure to notify the Company will not relieve the Company of any obligation they may have to the Underwriters under this article 10 except and only to the extent that the Company is materially prejudiced by such failure to notify.

10.8 The parties hereto covenant and agree that to the extent that any Indemnified Party is not a signatory hereto, the Underwriters will be entitled to hold the benefit of the indemnity and contribution rights contained herein for and on behalf of such Indemnified Party and will be

entitled to enforce such rights on their behalf as if each such Indemnified Party were a signatory hereto.

10.9 With respect to this article 10, the Company acknowledges and agrees that the Underwriters are contracting on their own behalf and as agents for their directors, officers, employees and agents.

11. Expenses

11.1 The Company will pay all expenses and fees in connection with the Offering, including, without limitation: (i) all of the Company's expenses of, or incidental to, the creation, issue, sale or distribution of Convertible Debentures and the filing of the Offering Documents; (ii) the fees and expenses of the Company including all out-of-pocket expenses of the Company and the fees and disbursements (plus HST) of the Company's legal counsel; and (iii) all costs incurred in connection with the preparation of documentation relating to the Offering, including the translation of documents, as applicable, and translation opinions addressed to the Company and each of the Underwriters in respect of the Prospectuses. Notwithstanding the foregoing, the Underwriters shall be responsible for all out-of-pocket expenses of the Underwriters and the fees and disbursements (plus HST) of the Underwriters' legal counsel (collectively, the "**Underwriters' Expenses**"); except in the event the Offering does not close other than by reason of a default of one of the Underwriters, in which case the Company shall be responsible for payment to the Underwriters of an amount equal to the Underwriters' Expenses within 5 days following receipt of an invoice from the Underwriters in respect thereof.

12. Liability of Underwriters

12.1 The obligations of the Underwriters to purchase the Convertible Debentures in connection with the Offering at the Time of Closing shall be several (and not joint or joint and several) and shall be as to the following percentages of the Convertible Debentures to be purchased at that time:

Name of Underwriter	Liability
TD Securities Inc.	22.0%
CIBC World Markets Inc.	20.0%
BMO Nesbitt Burns Inc.	10.0%
Canaccord Genuity Corp.	10.0%
National Bank Financial Inc.	10.0%
Raymond James Ltd.	10.0%
Desjardins Securities Inc.	7.0%
Scotia Capital Inc.	7.0%
GMP Securities L.P.	2.0%
Industrial Alliance Securities Inc.	2.0%
	<hr/>
	100%

12.2 If any of the Underwriters fails to purchase its applicable percentage of the aggregate amount of the Convertible Debentures at the Time of Closing, the other Underwriters shall have the right, but shall not be obligated, to purchase the Convertible Debentures that would otherwise have been purchased by the Underwriter that fails to purchase pro rata to their respective percentage set forth above or in such other proportions as they may otherwise agree; provided, however, if the number of Convertible Debentures not so purchased does not exceed 10% of the number of Convertible Debentures to be purchased hereunder on such date, the

non-defaulting Underwriters shall be obligated, each severally and not jointly, to purchase the full amount thereof in the proportions that their respective underwriting obligations bear to the underwriting obligation of all non-defaulting Underwriters. If, with respect to the Convertible Debentures, the non-defaulting Underwriters elect not to exercise such rights to assume the entire obligations of the defaulting Underwriter(s) as permitted by this section 12.2, then the Company shall have the right to terminate its obligations hereunder without liability except in respect of its indemnity, contribution and expense obligations in respect of the non-defaulting Underwriters. Nothing in this paragraph shall oblige the Company to sell to the Underwriters less than all of the Convertible Debentures or shall relieve an Underwriter in default hereunder from liability to the Company.

13. Action by Underwriters

13.1 All steps that must or may be taken by the Underwriters in connection with the Offering, with the exception of any matter relating to termination of purchase obligations pursuant to article 8, which may be given by any of the Underwriters exercising such right, any consent to a settlement pursuant to subsection 9.3 which consent shall be given by the Indemnified Party, any waiver of a condition pursuant to subsection 7.3, which waiver may be given by any of the Underwriters exercising such waiver, any matter referred to in or any agreement under article 12 and any consent to be given pursuant to subsection 4.1(bb) by TD Securities may be taken by TD Securities on behalf of themselves and the other Underwriters and the execution of this Agreement by the other Underwriters and by the Company shall constitute the Company's authority and obligation for accepting notification of any such steps from, and for delivering the definitive documents constituting the Convertible Debentures to or to the order of, TD Securities. TD Securities shall fully consult with the other Underwriters with respect to all notices, waivers, extensions or other communications to or with the Company.

14. Survival of Warranties, Representations, Covenants and Agreements

14.1 All warranties, representations, covenants and agreements of the Company herein contained or contained in documents submitted or required to be submitted pursuant to this Agreement shall survive the purchase by the Underwriters of the Convertible Debentures and shall continue in full force and effect for the benefit of the Underwriters regardless of the closing of the sale of the Convertible Debentures until the Survival Limitation Date.

15. No Fiduciary Duty

15.1 The Company hereby acknowledges that (i) the sale of the Convertible Debentures pursuant to this Agreement is an arm's-length commercial transaction between the Company on the one hand, and the Underwriters and any affiliate through which they may be acting to effect sales, on the other, (ii) the Underwriters are acting as principal and not as an agent or fiduciary of the Company and (iii) the Company's engagement of such Underwriters in connection with the sale of the Convertible Debentures and the process leading up to the sale of the Convertible Debentures is as independent contractors and not in any other capacity. Furthermore, the Company agrees that it is solely responsible for making its own judgments in connection with the sale of the Convertible Debentures (irrespective of whether any of such Underwriters has advised or is currently advising the Company on related or other matters). The Company agrees that it will not claim that such Underwriters have rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to Company in connection with such transaction or the process leading thereto.

16. General Contract Provisions

16.1 Each of TD Securities, CIBC World Markets Inc., National Bank Financial Inc. and Desjardins Securities Inc., or an affiliate thereof, owns or controls an equity interest in TMX Group Limited (“**TMX Group**”) and has a nominee director serving on the TMX Group’s board of directors. As such, each such investment dealer may be considered to have an economic interest in the listing of securities on any exchange owned or operated by TMX Group, including the Exchange, the TSX Venture Exchange and the Alpha Exchange. No person or company is required to obtain products or services from TMX Group or its affiliates as a condition of any such dealer supplying or continuing to supply a product or service. None of TD Securities, CIBC World Markets Inc., National Bank Financial Inc. and Desjardins Securities Inc. requires the Company to list securities on the Exchange, TSX Venture Exchange or Alpha Exchange as a condition of supplying or continuing to supply underwriting and/or any other services, including any services provided pursuant to the terms hereof.

16.2 Any notice or other communication to be given hereunder shall be in writing and shall be given by delivery or by telecopier, as follows:

if to the Company:

Aecon Group Inc.
20 Carlson Court
Suite 800
Toronto, Ontario M9W 7K6

Attention: David Smales
Telecopier Number: (416) 940-2291

with a copy to (not to constitute notice):

Blake, Cassels and Graydon LLP
Suite 4000
199 Bay Street
Toronto, Ontario M5L 1B9

Attention: Eric Moncik
Telecopier Number: (416) 863-2653

or if to the Underwriters:

TD Securities Inc.
66 Wellington Street West,
8th Floor
Toronto, Ontario M5K 1A2

Attention: Sanjay Nakra
Telecopier Number: (416) 983-3176

with a copy to (not to constitute notice):

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, Ontario M5L 1B9

Attention: Michael Burkett
Telecopier Number: (416) 947-0866

and if so given, shall be deemed to have been given and received upon receipt by the addressee or a responsible officer of the addressee if delivered, or four hours after being telecopied and receipt confirmed during normal business hours, as the case may be. Any party may, at any time, give notice in writing to the others in the manner provided for above of any change of address or telecopier number.

16.3 This Agreement and the other documents herein referred to constitute the entire Agreement between the Underwriters and Company relating to the subject matter hereof and supersedes all prior agreements between the Underwriters and the Company with respect to their respective rights and obligations in respect of the Offering, including the offer letter between TD Securities and the Company dated September 6, 2018.

16.4 Time shall be of the essence for all provisions of this Agreement.

16.5 This Agreement may be executed in one or more counterparts by original or electronically produced or reproduce signature, which, together, shall constitute an original copy hereof as of the date first noted above.

[Remainder of page left intentionally blank.]

If this Agreement accurately reflects the terms of the transaction that we are to enter into and if such terms are agreed to by the Company, please communicate your acceptance by executing where indicated below.

Yours very truly,

TD SECURITIES INC.

By: (Signed) "Sanjay Nakra"
Authorized Signing Officer

BMO NESBITT BURNS INC.

By: (Signed) "Brad Fraser"
Authorized Signing Officer

NATIONAL BANK FINANCIAL INC.

By: (Signed) "Bradley Spruin"
Authorized Signing Officer

DESJARDINS SECURITIES INC.

By: (Signed) "François Carrier"
Authorized Signing Officer

GMP SECURITIES L.P.

By: (Signed) "Harris Fricker"
Authorized Signing Officer

CIBC WORLD MARKETS INC.

By: (Signed) "Jerome Julier"
Authorized Signing Officer

CANACCORD GENUITY CORP.

By: (Signed) "Jason Robertson"
Authorized Signing Officer

RAYMOND JAMES LTD.

By: (Signed) "Ian G. MacKay"
Authorized Signing Officer

SCOTIA CAPITAL INC.

By: (Signed) "Roy Arthur"
Authorized Signing Officer

INDUSTRIAL ALLIANCE SECURITIES INC.

By: (Signed) "John Rak"
Authorized Signing Officer

The foregoing accurately reflects the terms of the transaction that we are to enter into and such terms are agreed to with effect as of the date provided at the top of the first page of this Agreement.

AECON GROUP INC.

By: (Signed) "*David Smales*"

Authorized Signing Officer

SCHEDULE "A"

OPINION OF COMPANY'S COUNSEL

This is Schedule "A" to the Underwriting Agreement dated as of September 12, 2018 among Aecon Group Inc., TD Securities Inc., CIBC World Markets Inc., BMO Nesbitt Burns Inc., Canaccord Genuity Corp., National Bank Financial Inc., Raymond James Ltd., Desjardins Securities Inc., Scotia Capital Inc., GMP Securities L.P. and Industrial Alliance Securities Inc.

The opinion of the Company's counsel shall be in respect of the following matters:

- (i) the Company is a "reporting issuer", or its equivalent, in each of the Qualifying Provinces and it is not listed as in default of any requirement of the Applicable Securities Laws in any of the Qualifying Provinces;
- (ii) the Company is a corporation existing under the *Canada Business Corporations Act* and has all requisite corporate power to carry on its business as now conducted and to own, lease and operate its property and assets;
- (iii) the Company is authorized to issue, among other things, an unlimited number of Common Shares and up to \$184,000,000 aggregate principal amount of Convertible Debentures;
- (iv) as to the number of issued and outstanding Common Shares;
- (v) the Company has all necessary corporate power and capacity to execute and deliver this Agreement, the Supplemental Indenture and the certificate(s) representing the Convertible Debentures and to perform its obligations under this Agreement, the Debenture Indenture and the Supplemental Indenture;
- (vi) all necessary corporate action has been taken by the Company to authorize the execution and delivery of each of the Preliminary Prospectus and the Final Prospectus and the filing thereof with the Securities Commissions;
- (vii) all necessary corporate action has been taken by the Company to authorize the execution and delivery of this Agreement, the Supplemental Indenture and the certificate(s) representing the Convertible Debentures and the performance of the Company's obligations hereunder, thereunder and under the Debenture Indenture and the Debenture Indenture constitutes, and this Agreement, the Supplemental Indenture and the certificate(s) representing the Convertible Debentures when executed and delivered by the Company will constitute legal, valid and binding obligations of the Company enforceable against it in accordance with their respective terms, subject to bankruptcy, insolvency and other laws affecting the rights of creditors generally and subject to such other standard assumptions and qualifications including the qualifications that equitable remedies may be granted in the discretion of a court of competent jurisdiction and that enforcement of rights to indemnity,

contribution and waiver of contribution set out in this Agreement may be limited by applicable law and that enforceability is subject to the provisions of the *Limitations Act, 2002* (Ontario);

- (viii) the issuance of the Debentures and the reservation and issuance of the Common Shares issuable upon conversion of the Debentures in accordance with the terms of the Debenture Indenture has been authorized by all necessary corporate action on the part of the Company;
- (ix) the rights, privileges, restrictions and conditions attaching to the Convertible Debentures and Common Shares are accurately summarized in all material respects in the Final Prospectus;
- (x) all necessary documents have been filed, all requisite proceedings have been taken and all approvals, permits and consents of the appropriate regulatory authority in each Qualifying Provinces have been obtained by the Company to qualify the distribution or distribution to the public of the Convertible Debentures in each of the Qualifying Provinces through persons who are registered under applicable legislation and who have complied with the relevant provisions of such applicable legislation;
- (xi) the issuance of Common Shares by the Company on conversion, redemption or maturity of the Convertible Debentures to holders of the Convertible Debentures in accordance with the Debenture Indenture and the Supplemental Indenture is exempt from the prospectus and registration requirements of the Applicable Securities Laws of the Qualifying Provinces and no prospectus or other document must be filed, proceedings taken or approval, permit, consent, or authorization obtained by the Company under such Applicable Securities Laws to permit such issuance of the Common Shares to such purchasers provided that any person that is “in the business of trading in securities” under Applicable Securities Laws of the Qualifying Provinces involved in such issuance is duly registered under Applicable Securities Laws of the Qualifying Provinces in categories permitting them to distribute the Common Shares and has complied with such Applicable Securities Laws of the Qualifying Provinces and the terms and conditions of their registration;
- (xii) the first trade in the Common Shares acquired upon conversion, redemption or maturity of the Convertible Debentures will not be subject to the prospectus requirements of Applicable Securities Laws of the Qualifying Provinces and no prospectus or other document is required to be filed, no proceedings are required to be taken and no approvals, permits, consents or authorizations of regulatory authorities are required to be obtained under the Applicable Securities Laws of the Qualifying Provinces to permit the first trade of such securities by the holder thereof through registrants or dealers registered under the Applicable Securities Laws of such Qualifying Provinces who have complied with such laws, or in circumstances in which there is an exemption from the registration requirements under the Applicable Securities Laws of such Qualifying Provinces, provided that:

- a. the trade is not a “control distribution” (as defined in National Instrument 45-102); and
 - b. the trade is not a trade constituting a transaction or series of transactions involving a purchase and sale or a repurchase and resale in the course of or incidental to a “distribution” (as defined under Applicable Securities Laws);
- (xiii) the form of the definitive certificate representing the Convertible Debentures has been duly approved and adopted by the Company and complies in all material respects with the *Canada Business Corporations Act*, the Debenture Indenture and the Supplemental Indenture and with all legal requirements relating thereto;
- (xiv) the execution and delivery of this Agreement, the Supplemental Indenture and the certificates representing the Convertible Debentures, the fulfilment of the terms of this Agreement, the Debenture Indenture, the Supplemental Indenture and the certificates representing the Convertible Debentures by the Company and the sale and delivery of the Convertible Debentures to be sold at the Time of Closing does not and will not result in a breach of or default under, and do not and will not create a state of facts that, after notice or lapse of time or both, will result in a breach of or default under, and does not and will not conflict with any of the terms, conditions or provisions of the articles or by-laws of the Company or the resolutions of its shareholders and directors;
- (xv) the Convertible Debentures have been validly created, allotted and issued and upon receipt of consideration for their issuance in accordance with the Debenture Indenture and the Supplemental Indenture will be duly and validly issued securities of the Company;
- (xvi) the Common Shares issuable upon conversion, redemption or maturity of the Convertible Debentures will, upon issuance in accordance with the terms of the Debenture Indenture and the Supplemental Indenture and the constating documents of the Company, be issued as fully paid and non-assessable Common Shares;
- (xvii) the Convertible Debentures and Common Shares issuable upon conversion, redemption or maturity of the Convertible Debentures in accordance with the Debenture Indenture and the Supplemental Indenture, as applicable, have been conditionally accepted for listing on the Exchange, subject to the filing of customary documentation and payment of fees;
- (xviii) Computershare Trust Company of Canada has been appointed the transfer agent, registrar and trustee for the Convertible Debentures under the Debenture Indenture;
- (xix) The statements in the Final Prospectus under each of the headings “Eligibility for Investment” and “Certain Canadian Federal Income Tax Considerations” are accurate summaries of the matters discussed therein

as of the Closing Date, subject to the qualifications, assumptions and limitations set out therein; and

- (xx) compliance with the laws of the Province of Quebec relating to the use of the French language.

SCHEDULE "B"

MATERIAL SUBSIDIARIES

This is Schedule "B" to the Underwriting Agreement dated as of September 12, 2018 among Aecon Group Inc., TD Securities Inc., CIBC World Markets Inc., BMO Nesbitt Burns Inc., Canaccord Genuity Corp., National Bank Financial Inc., Raymond James Ltd., Desjardins Securities Inc., Scotia Capital Inc., GMP Securities L.P. and Industrial Alliance Securities Inc.

Name	Jurisdiction	% Ownership
Aecon Construction and Materials Limited	Ontario	100%
Aecon Construction Group Inc.	Canada	100%
Aecon Infrastructure Management Inc.	Alberta	100%
Aecon Transportation West Ltd.	Alberta	100%
West Carleton Sand and Gravel Inc.	Ontario	100%
Bermuda Skyport Corporation Limited	Bermuda	100%

SCHEDULE "C"

UNITED STATES OFFERS AND SALES

As used in this Schedule "C", capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Underwriting Agreement to which this Schedule is annexed and the following terms shall have the meanings indicated:

- (a) **"Directed Selling Efforts"** means directed selling efforts as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Convertible Debentures and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Convertible Debentures;
- (b) **"General Solicitation"** and **"General Advertising"** means "general solicitation" and "general advertising", respectively, as used in Rule 502(c) of Regulation D, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over television, radio or the Internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;
- (c) **"Qualified Institutional Buyer"** means a "qualified institutional buyer" as defined in Rule 144A;
- (d) **"Regulation D"** means Regulation D adopted by the SEC under the U.S. Securities Act;
- (e) **"Regulation S"** means Regulation S adopted by the SEC under the U.S. Securities Act;
- (f) **"Rule 144A"** means Rule 144A adopted by the SEC under the U.S. Securities Act;
- (g) **"SEC"** means the United States Securities and Exchange Commission;
- (h) **"Selling Dealer Group"** means any dealers and brokers other than the Underwriters who participate in the offer and sale of the Convertible Debentures pursuant to the Underwriting Agreement;
- (i) **"Substantial U.S. Market Interest"** means substantial U.S. market interest as that term is defined in Regulation S; and
- (j) **"U.S. Exchange Act"** means the United States Securities Exchange Act of 1934, as amended; and

Representations, Warranties and Covenants of the Underwriters

Each Underwriter acknowledges that the Convertible Debentures, and the Common Shares issuable upon conversion, redemption or maturity of the Convertible Debentures, have not been and will not be registered under the U.S. Securities Act and may not be offered and sold in the United States except pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144A and similar exemptions under applicable state securities law. Accordingly, each Underwriter represents, warrants and covenants to the Company that:

1. It has not offered or sold, and will not offer or sell, any Convertible Debentures forming part of its allotment except (a) in an offshore transaction in accordance with Rule 903 of Regulation S or (b) in accordance with Rule 144A and all applicable state securities laws.
2. All offers and sales of Convertible Debentures in the United States shall be made through the Underwriter's U.S. registered broker-dealer affiliate (each, a "**U.S. Placement Agent**") in compliance with all applicable U.S. broker-dealer requirements and in transactions exempt from registration under all applicable state securities laws.
3. Its U.S. Placement Agent selling the Convertible Debentures in the United States is a Qualified Institutional Buyer.
4. It has not entered and will not enter into any contractual arrangement with respect to the distribution of the Convertible Debentures, except with its affiliates, any Selling Dealer Group members or with the prior written consent of the Company. It shall require each Selling Dealer Group member to agree, for the benefit of the Company, to comply with, and shall use its best efforts to ensure that each Selling Dealer Group member complies with, the same provisions of this Schedule "C" as apply to such Underwriter as if such provisions applied to such Selling Dealer Group member.
5. Offers and sales of Convertible Debentures in the United States shall not be made by it, either directly or through a U.S. Placement Agent, (i) by any form of General Solicitation or General Advertising, and neither it nor its affiliate(s), nor any person acting on its or their behalf have engaged or will engage in any Directed Selling Efforts with respect to the Convertible Debentures.
6. Prior to completion of any sale of Convertible Debentures in the United States, each U.S. purchaser thereof will be required to execute a purchaser's letter in the form attached as Exhibit A to the U.S. Placement Memorandum.
7. It will deliver to each offeree in the United States, through a U.S. Placement Agent, a copy of the Preliminary Prospectus or the Prospectus, including all documents attached thereto or incorporated by reference therein, together with the Preliminary U.S. Placement Memorandum or the U.S. Placement Memorandum, and it will deliver, through a U.S. Placement Agent, a copy of a U.S. Placement Memorandum, which shall include the Prospectus (together, the "**Offering Documents**"), to each person in the United States and to each person offered Convertible Debentures in the United States, in either case that is

purchasing Convertible Debentures from it, and it shall not use any written material other than such documents in connection with the offer and sale of the Convertible Debentures.

8. It will solicit (and will cause its U.S. Placement Agent to solicit) offers for the Convertible Debentures in the United States only from, and will offer the Convertible Debentures only to persons whom it reasonably believes to be, Qualified Institutional Buyers in accordance with Rule 144A and that in purchasing Convertible Debentures will be deemed to have made the representations, warranties and agreements contained in the U.S. Placement Memorandum.
9. It will inform (and will cause its U.S. Placement Agent to inform) all purchasers of the Convertible Debentures in the United States that the Convertible Debentures have not been and will not be registered under the U.S. Securities Act and are being offered and sold to such purchasers without registration in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144A.
10. At least one Business Day prior to the Time of Closing, it will provide the transfer agent with a list of all purchasers of the Convertible Debentures in the United States.
11. At the Time of Closing, it, together with its U.S. affiliate selling or offering Convertible Debentures in the United States, will provide a certificate, in the form of Appendix I to this Schedule "C", relating to the manner of the offer and sale of the Convertible Debentures in the United States, or will be deemed to have represented and warranted that neither it nor its U.S. Placement Agent offered or sold Convertible Debentures in the United States.

Representations, Warranties and Covenants of the Company

The Company represents, warrants, covenants and agrees that:

1. The Company is a "foreign issuer" within the meaning of Regulation S and reasonably believes that there is no Substantial U.S. Market Interest in the Convertible Debentures or the Common Shares of the Company.
2. The Company is not, and as a result of the sale of the Convertible Debentures contemplated hereby will not be required to be registered as an "investment company" as defined in the United States Investment Company Act of 1940, as amended.
3. During the period in which the Convertible Debentures are offered for sale, neither it nor any of its affiliates, nor any person acting on its or their behalf (other than the Underwriters, their affiliates, Selling Dealer Group members or any person acting on any of their behalf, as to which the Company makes no representation, warranty or covenant) (i) has made or will make any Directed Selling Efforts in the United States, or (ii) has engaged in or will engage in any form of General Solicitation or General Advertising with respect to offers or sales of the Convertible Debentures in the United States.

4. Neither the Convertible Debentures nor the Common Shares are, and as of the Time of Closing will not be, and no securities of the same class as the Convertible Debentures or the Common Shares are: (i) listed on a national securities exchange in the United States registered under Section 6 of the U.S. Exchange Act; (ii) quoted in an “automated inter-dealer quotation system” (within the meaning of such term in Rule 144A); or (iii) convertible or exchangeable at an effective conversion premium (calculated as specified in paragraph (a)(6) of Rule 144A) of less than ten percent for securities so listed or quoted.
5. For so long as the Convertible Debentures are outstanding and are “restricted securities” within the meaning of Rule 144(a)(3) under the U.S. Securities Act, the Company shall either: (i) furnish to the SEC all information required to be furnished in accordance with Rule 12g3-2(b) under U.S. Exchange Act; (ii) file reports and other information with the SEC under Section 13 or 15(d) of the U.S. Exchange Act; or (iii) provide to holders of Convertible Debentures and any prospective purchasers designated by such holders, upon request of such holders, the information required to be provided pursuant to Rule 144A(d)(4) under the U.S. Securities Act.

APPENDIX I

TO SCHEDULE "C"

UNDERWRITERS' CERTIFICATE

In connection with the offer and sale in the United States of the convertible unsecured subordinated debentures (the "**Convertible Debentures**") of Aecon Group Inc. (the "**Company**") pursuant to the Underwriting Agreement dated September 12, 2018 among the Company and the Underwriters named therein (the "**Underwriting Agreement**"), the undersigned underwriter (the "**Underwriter**") and the U.S. broker-dealer affiliate of the Underwriter, which has signed below in its capacity as placement agent in the United States for the Underwriter (the "**U.S. Placement Agent**"), do hereby certify that:

1. the U.S. Placement Agent is a duly registered broker or dealer under the U.S. Exchange Act and under the laws of each state in which it is required to be so registered, is a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc., and all offers and sales of Convertible Debentures in the United States have been effected by the U.S. Placement Agent in accordance with all United States federal and state laws and regulations governing registration and conduct of securities brokers and dealers;
2. we have not solicited offers for, or offers to sell, the Convertible Debentures by means of any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) under the U.S. Securities Act;
3. each offeree was provided with the Preliminary Prospectus and the Final Prospectus, including all documents attached thereto or incorporated by reference therein, together with the Preliminary U.S. Placement Memorandum and the U.S. Placement Memorandum, each purchaser of Convertible Debentures in the United States and each purchaser of Convertible Debentures that was offered Convertible Debentures in the United States was provided, prior to the sale of Convertible Debentures to such purchaser, with the U.S. Placement Memorandum, including the Final Prospectus, and we have not used and will not use any written material other than such documents in connection with the offer and sale of the Convertible Debentures;
4. prior to making each offer, we had reasonable grounds to believe and did believe that each offeree was a "qualified institutional buyer" as defined in Rule 144A under the U.S. Securities Act (a "**Qualified Institutional Buyer**"), and, on the date hereof, we continue to believe that each purchaser of the Convertible Debentures in the United States and each purchaser of the Convertible Debentures that was offered Convertible Debentures in the United States is a Qualified Institutional Buyer;

5. prior to any sale of Convertible Debentures in the United States, we caused each U.S. purchaser to execute a U.S. Purchaser's Letter in the form of Exhibit A to the U.S. Placement Memorandum; and
6. the offering of the Convertible Debentures in the United States has been conducted by us in accordance with the Underwriting Agreement, including Schedule "C" thereto.

Capitalized terms used but not defined herein have the meanings given to them in the Underwriting Agreement.

Dated this ____ day of _____, 2018.

[NAME OF UNDERWRITER]

[U.S. BROKER-DEALER AFFILIATE]

By: _____
Name:
Title:

By: _____
Name:
Title: