

Schedule A

Trisura Group Ltd. (the "Corporation")

Number and Designation of and Rights, Privileges, Restrictions and Conditions Attaching to the Cumulative Preference Shares, Series 1

The first series of Preference Shares of the Corporation shall consist of 72,000 Preference Shares designated as Cumulative Preference Shares, Series 1 (the "**Series 1 Preference Shares**") and, in addition to the rights, privileges, restrictions and conditions attaching to the Preference Shares as a class, shall have attached thereto the following rights, privileges, restrictions and conditions (the "**Series 1 Preference Share Provisions**"):

1. Consideration for Issue

The consideration for the issue of each Series 1 Preference Share shall be \$25.00 or its equivalent in property.

2. Dividends

2.1 *Cumulative Preferential Dividends*

Subject to Sections 2.2 and 2.3, the holders of the then outstanding Series 1 Preference Shares (the "**Holders**") shall be entitled to receive, and the Corporation shall pay thereon, as and when declared by the Board of Directors, out of moneys of the Corporation properly applicable to the payment of dividends, cumulative preferential cash dividends (the "**Series 1 Dividends**") payable quarterly at the rates and times herein provided by cheque at par in lawful money of Canada at any branch in Canada of the Corporation's bankers for the time being or by any other reasonable means the Corporation deems desirable.

- (a) During the Initial Fixed Rate Period, the Series 1 Dividends will be payable quarterly on the last day of March, June, September and December of each year (each, a "**Dividend Payment Date**") at the Initial Fixed Dividend Rate. The initial Series 1 Dividend will be payable December 31, 2017 and will be an amount in cash equal to \$0.1315 per Series 1 Preference Share. On each Dividend Payment Date during the Initial Fixed Rate Period, (other than December 31, 2017) the Series 1 Dividend will be equal to \$0.375 per share.
- (b) During each Subsequent Fixed Rate Period, Series 1 Dividends payable on the Series 1 Preference Shares will be in an annual amount per share determined by multiplying the Annual Fixed Dividend Rate applicable to such Subsequent Fixed Rate Period by \$25.00, and shall be payable quarterly on each Dividend Payment Date during such Subsequent Fixed Rate Period.
- (c) In respect of each Subsequent Fixed Rate Period, the Corporation will, during the Initial Fixed Rate Period and any Subsequent Fixed Rate Period calculate on each Fixed Rate Calculation Date the Annual Fixed Dividend Rate for such Subsequent

Fixed Rate Period and will, on the Fixed Rate Calculation Date, give written notice thereof to the Holders. Each such determination by the Corporation of the Annual Fixed Dividend Rate will, in the absence of manifest error, be final and binding upon the Corporation and upon all Holders.

- (d) If on any Dividend Payment Date, the Series 1 Dividends accrued to such date are not paid in full on all of the Series 1 Preference Shares then outstanding, such Series 1 Dividends, or the unpaid part thereof, shall be paid on a subsequent date or dates determined by the Board of Directors on which the Corporation shall have sufficient monies properly applicable to the payment of such Series 1 Dividends.
- (e) The Holders shall not be entitled to any dividends other than or in excess of the Series 1 Dividends.

Series 1 Dividends shall (except in case of redemption in which case payment of Series 1 Dividends shall be made on surrender of the certificate representing the Series 1 Preference Shares to be redeemed) be paid by (i) posting in a postage paid envelope addressed to each Holder at the last address of such Holder as it appears on the securities register of the Corporation or, in the case of joint Holders, to the address of that one whose name appears first in the securities register of the Corporation as one of such joint Holders, or, in the event of the address of any Holder not so appearing, then to the address of such Holder last known to the Corporation, a cheque for such Series 1 Dividends (less any tax required to be deducted) payable to the order of such Holder or, in the case of joint Holders, to the order of all such Holders failing written instructions from them to the contrary or (ii) any reasonable means the Corporation deems desirable. Notwithstanding the foregoing, any dividend cheque may be delivered by the Corporation to a Holder at his address as aforesaid. The posting or delivery of such cheque or the payment of the Series 1 Dividends by any other reasonable means on or before the date on which such dividend is to be paid to a Holder shall be deemed to be payment and shall satisfy and discharge all liabilities for the payment of such dividends to the extent of the sum represented thereby (plus the amount of any tax required to be deducted as aforesaid) unless such cheque is not paid on due presentation. Subject to applicable law, dividends which are represented by a cheque which has not been presented to the Corporation's bankers for payment or that otherwise remain unclaimed for a period of two years from the date on which they were declared to be payable shall be forfeited to the Corporation.

2.2 Dividend for Other than a Full Dividend Period

Subject to Section 2.3, the Holders shall be entitled to receive, and the Corporation shall pay thereon, if, as and when declared by the Board of Directors, out of moneys of the Corporation properly applicable to the payment of dividends, Series 1 Dividends for any period which is less than a full Dividend Period as follows:

- (a) in respect of the period beginning on and including the Issue Date up to and including December 31, 2017 (the "**Initial Dividend Period**"), a dividend in an amount per Series 1 Share equal to the amount obtained (rounded to four decimal places) where \$1.50 is multiplied by a fraction, the numerator of which is the

number of calendar days from and including the Issue Date up to and including December 31, 2017 and the denominator of which is 365. The Series 1 Dividend payable for the Initial Dividend Period, payable as of December 31, 2017, as calculated by this method shall be \$0.1315 per Series 1 Share;

- (b) in respect of any period other than the Initial Dividend Period that is less than a full Dividend Period, a dividend in an amount per Series 1 Preference Share equal to the amount obtained (rounded to four decimal places) when the product of the Annual Fixed Dividend Rate and \$25.00 is multiplied by a fraction, the numerator of which is the number of calendar days elapsed in the relevant period and the denominator of which is 365.

2.3 Payment In-Kind

Series 1 Dividends declared by the Board of Directors (less any tax required to be deducted and withheld by the Corporation) shall be paid in Series 1 Preference Shares in the event that the Corporation does not have sufficient monies properly applicable to the payment of such Series 1 Dividend in cash on the applicable Dividend Payment Date in accordance with Section 2.1 or 2.2, as applicable (such determination to be made by the Corporation, in its sole discretion). For this purpose, a Series 1 Preference Share shall be valued at \$25.00. The mailing from the Corporation's registered office, by prepaid first class mail, on or before any Dividend Payment Date of a share certificate representing the Series 1 Preference Shares to a Holder of Series 1 Preference Shares, or in the case of joint Holders to the joint holder whose name appears first in the securities register of the Corporation of Series 1 Preference Shares, shall be deemed to be payment of the Series 1 Dividends represented thereby and payable on such Dividend Payment Date unless the Series 1 Preference Share certificate (or other form of payment) is not received.

3. Rights on Liquidation

In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the Holders shall be entitled to receive \$25.00 per Series 1 Preference Share, together with all accrued and unpaid Series 1 Dividends up to but excluding the date of payment or distribution (less any tax required to be deducted or withheld by the Corporation), before any amounts shall be paid or any assets of the Corporation distributed to the holders of any shares ranking junior as to capital to the Series 1 Preference Shares. Upon payment of such amounts, the Holders shall not be entitled to share in any further distribution of the assets of the Corporation.

4. Redemption at the Option of the Corporation

The Corporation may, at any time and from time to time, subject to applicable law and to the provisions described under Section 5 below, upon giving notice as hereinafter provided, at its option, without the consent of the Holders redeem all, or any part, of the then outstanding Series 1 Preference Shares by the payment of an amount in cash for each Series 1 Preference Share so redeemed equal to \$25.00 per Series 1 Preference Share, together with all accrued and unpaid

Series 1 Dividends up to but excluding the date of payment or distribution (less any tax required to be deducted and withheld by the Corporation) (the “**Redemption Price**”).

If less than all of the then outstanding Series 1 Preference Shares are at any time to be redeemed, then the particular Series 1 Preference Shares to be redeemed shall be selected on a *pro rata* basis disregarding fractions.

The Corporation shall give notice in writing not less than 30 days nor more than 60 days prior to the date on which the redemption is to take place of its intention to redeem such Series 1 Preference Shares to each person who at the date of giving such notice is the Holder of Series 1 Preference Shares to be redeemed. Any such notice shall be validly and effectively given on the date on which it is sent and such notice shall be given and sent by posting the same in a postage paid envelope addressed to each Holder of Series 1 Preference Shares to be redeemed at the last address of such Holder as it appears on the securities register of the Corporation, or in the case of joint Holders, to the address of that one whose name appears first in the securities register of the Corporation as one of such joint Holders or, in the event of the address of any Holder not so appearing, then to the address of such Holder last known to the Corporation, provided that the accidental failure or omission to give any such notices as aforesaid to one or more of such Holders shall not affect the validity of the redemption as to the other Holders to be redeemed. Such notice shall set out the number of such Series 1 Preference Shares held by the person to whom it is addressed which are to be redeemed and the Redemption Price and shall also set out the date on which the redemption is to take place. On and after the date so specified for redemption, the Corporation shall pay or cause to be paid to the Holders to be redeemed the Redemption Price on presentation and surrender, at any place within Canada designated by such notice, of the certificate or certificates for such Series 1 Preference Shares so called for redemption. Such payment shall be made by cheque payable at par at any branch in Canada of the Corporation's bankers for the time being or by any other reasonable means the Corporation deems desirable and shall be a full and complete discharge of the Corporation's obligation to pay the Redemption Price owed to the Holders of Series 1 Preference Shares so called for redemption unless the cheque is not honoured when presented for payment. From and after the date specified in any such notice, the Series 1 Preference Shares called for redemption shall cease to be entitled to Series 1 Dividends and the Holders thereof shall not be entitled to exercise any of the rights of shareholders in respect thereof, except to receive the Redemption Price therefor, provided that if payment of the Redemption Price shall not be duly made by the Corporation on or before the redemption date, the Corporation shall forthwith thereafter return the Holder's deposited share certificate or certificates to the Holder. At any time after notice of redemption is given as aforesaid, the Corporation shall have the right to deposit the Redemption Price of any or all Series 1 Preference Shares called for redemption (less any tax required to be deducted and withheld by the Corporation), or such part thereof as at the time of deposit has not been claimed by the Holders entitled thereto, with any chartered bank or banks or with any trust company or trust companies in Canada named in the notice of redemption to the credit of a special account or accounts in trust for the respective Holders of such shares, to be paid to them respectively upon surrender to such bank or banks or trust company or trust companies of the certificate or certificates representing the same. Upon such deposit or deposits being made, such shares shall be deemed to be redeemed on the redemption date specified in the notice of redemption. After the Corporation has made a deposit as aforesaid with respect to any shares, the Holders thereof shall not, from and after the redemption date, be entitled to exercise any of the rights of

shareholders in respect thereof and the rights of the Holders thereof shall be limited to receiving a proportion of the amounts so deposited applicable to such shares, without interest. Any interest allowed on such deposit shall belong to the Corporation. Subject to applicable law, redemption monies that are represented by a cheque which has not been presented to the Corporation's bankers for payment or that otherwise remain unclaimed (including monies held in deposit as provided for above) for a period of two years from the date specified for redemption shall be forfeited to the Corporation.

5. Restrictions on Dividends and Retirement and Issue of Shares

So long as any of the Series 1 Preference Shares are outstanding, the Corporation shall not, without the approval of the Holders:

- (a) declare, pay or set apart for payment any dividends (other than stock dividends payable in shares of the Corporation ranking as to capital and dividends junior to the Series 1 Preference Shares) on shares of the Corporation ranking as to dividends junior to the Series 1 Preference Shares;
- (b) except (i) out of the net cash proceeds of a substantially concurrent issue of shares of the Corporation ranking as to return of capital and dividends junior to the Series 1 Preference Shares or (ii) pursuant to a normal course issuer bid through the facilities of a designated exchange, redeem or call for redemption, purchase or otherwise pay off, retire or make any return of capital in respect of any shares of the Corporation ranking as to capital junior to the Series 1 Preference Shares;
- (c) redeem or call for redemption, purchase, or otherwise pay off or retire for value or make any return of capital in respect of less than all of the Series 1 Preference Shares then outstanding; or
- (d) except pursuant to any purchase obligation, sinking fund, retraction privilege or mandatory redemption provisions attaching thereto, redeem or call for redemption, purchase or otherwise pay off, retire or make any return of capital in respect of any Preference Shares, ranking as to the payment of dividends or return of capital on a parity with the Series 1 Preference Shares;

unless, with respect to Sections 5(a) and 5(c) only, all accrued and unpaid Series 1 Dividends up to and including the Series 1 Dividend payable for the last completed Dividend Period, and all accrued and unpaid dividends up to and including the dividend payable for the last completed period for which dividends were payable on all other shares of the Corporation ranking prior to or on a parity with the Series 1 Preference Shares with respect to the payment of dividends, have been declared and paid or set apart for payment.

6. Purchase for Cancellation

Subject to applicable law and to the provisions described in Section 5, the Corporation may at any time purchase for cancellation the whole or any part of the Series 1 Preference Shares outstanding from time to time, in the open market through or from an investment dealer or any firm holding membership on a recognized stock exchange, or by private agreement or otherwise,

at the lowest price or prices at which, in the opinion of the Board of Directors, such shares are obtainable.

7. Voting Rights

The Holders will not (except as otherwise provided by law and except for meetings of the Holders of Preference Shares as a class and meetings of the Holders as a series) be entitled to receive notice of, attend, or vote at any meeting of shareholders of the Corporation unless and until the Corporation shall have failed to pay eight quarterly Series 1 Dividends pursuant to Section 2, whether or not consecutive and whether or not such dividends have been declared and whether or not there are any monies of the Corporation properly applicable to the payment of dividends. In the event of such non-payment, and for only so long as any such dividends remain in arrears, the Holders will be entitled to receive notice of and to attend each meeting of shareholders of the Corporation (other than any meetings at which only holders of another specified class or series are entitled to vote) and such Holders shall have the right, at any such meeting, to one vote for each Series 1 Preference Share held, provided that in respect of the election of directors, Holders will vote with holders of Common Shares. No other voting rights shall attach to the Series 1 Preference Shares in any circumstances. Upon payment of the entire amount of all Series 1 Dividends in arrears, the voting rights of the Holders shall forthwith cease (unless and until the same default shall again arise under the provisions of this Section 6).

8. Modifications

The provisions attaching to the Series 1 Preference Shares as a series may be repealed, altered, modified or amended from time to time with such approval as may then be required by the *Business Corporations Act* (Ontario), any such approval to be given in accordance with Section 9.

9. Approval of Holders of Series 1 Preference Shares

9.1 Approval

Except as otherwise provided herein, any approval of the Holders with respect to any matters requiring the consent of the Holders may be given in such manner required by law, subject to a minimum requirement that such approval be given by a resolution signed by all the Holders of Series 1 Preference Shares or passed by the affirmative vote of at least 66 ⅔% of the votes cast by the Holders of Series 1 Preference Shares who voted in respect of that resolution at a meeting of the Holders duly called for that purpose and at which the Holders of at least 25% of the outstanding Series 1 Preference Shares are present or represented by proxy. If at any such meeting the Holder(s) of at least 25% of the then outstanding Series 1 Preference Shares are not present or represented by proxy within one-half hour after the time appointed for such meeting, then the meeting shall be adjourned to such date not less than 5 days thereafter and to such time and place as may be designated by the chairman of such meeting, and no notice need be given of such adjourned meeting. At such adjourned meeting, the Holder(s) of Series 1 Preference Shares represented in person or by proxy may transact the business for which the meeting was originally called and the Holders of Series 1 Preference Shares then represented in person or by proxy shall form the necessary quorum. At any meeting of Holders of Series 1 Preference Shares

as a series, each such Holder shall be entitled to one vote in respect of each Series 1 Preference Share held.

9.2 Formalities, etc.

The proxy rules applicable to, the formalities to be observed in respect of the giving notice of, and the formalities to be observed in respect of the conduct of, any meeting or any adjourned meeting of Holders shall be those from time to time prescribed by the by-laws of the Corporation with respect to meetings of shareholders or, if not so prescribed, as required by law. On every poll taken at every meeting of Holders of Series 1 Preference Shares, each such Holder entitled to vote thereat shall be entitled to one vote in respect of each Series 1 Preference Share held.

10. Notices

- (a) If the Board of Directors determines that mail service is or is threatened to be interrupted at the time when the Corporation is required or elects to give any notice hereunder by mail, or is required to send any cheque or any share certificate to a Holder of Series 1 Preference Shares, whether in connection with the redemption of such share or otherwise, the Corporation may, notwithstanding the provisions hereof, give such notice by publication thereof once in a daily English language newspaper of general circulation published in each of Vancouver, Calgary, Winnipeg, Toronto, Montreal and Halifax, and once in a daily French language newspaper published in Montreal and such notice shall be deemed to have been validly given on the day next succeeding its publication in all of such cities.
- (b) Any notice, cheque, invitation for tenders or other communication from the Corporation herein provided for shall be sufficiently given if delivered or if sent by first class unregistered mail, postage prepaid, to the Holders at their respective addresses appearing on the books of the Corporation or, in the event of the address of any of such Holders not so appearing, then at the last address of such Holder known to the Corporation. Accidental failure to give such notice, invitation for tenders or other communication to one or more Holders shall not affect the validity of the notices, invitations for tenders or other communications properly given or any action taken pursuant to such notice, invitation for tender or other communication but, upon such failure being discovered, the notice, invitation for tenders or other communication, as the case may be, shall be sent forthwith to such Holder or Holders.
- (c) If any notice, cheque, invitation for tenders or other communication from the Corporation given to a Holder of Series 1 Preference Shares pursuant to paragraph (b) is returned on three consecutive occasions because the Holder cannot be found, the Corporation shall not be required to give or mail any further notices, cheques, invitations for tenders or other communications to such shareholder until the Holder informs the Corporation in writing of such Holder's new address.

11. Interpretation

11.1 Definitions

For the purposes hereof, the following capitalized terms shall have the following meanings, unless the context otherwise requires:

“Annual Fixed Dividend Rate” means, for any Subsequent Fixed Rate Period, the rate (expressed as a percentage rate rounded down to the nearest one hundred-thousandth of one percent (with 0.000005% being rounded up)) equal to the Government of Canada Yield on the applicable Fixed Rate Calculation Date plus 7.50%.

“Bloomberg Screen GCAN5YR Page” means the display designated as page “GCAN5YR<INDEX>” on the Bloomberg Financial L.P. service (or such other page as may replace the GCAN5YR page on that service) for purposes of displaying Government of Canada bond yields.

“Board of Directors” means the board of directors of the Corporation.

“Business Day” means a day other than a Saturday, a Sunday or any other day that is treated as a holiday in the province of Ontario.

“Dividend Payment Date” has the meaning attributed to it in Section 2.1(a).

“Dividend Period” means the period from and including the Issue Date up to and including December 31, 2017 and, thereafter, the period from the date following a Dividend Payment Date up to and including the next succeeding Dividend Payment Date.

“Fixed Rate Calculation Date” means, for any Subsequent Fixed Rate Period, the 30th day prior to the first day of such Subsequent Fixed Rate Period.

“Government of Canada Yield” on any date means the yield to maturity on such date (assuming semi-annual compounding) of a Canadian dollar denominated non-callable Government of Canada bond with a term to maturity of five years as quoted as of 10:00 a.m. (Toronto time) on such date and which appears on the Bloomberg Screen GCAN5YR Page on such date; provided that, if such rate does not appear on the Bloomberg Screen GCAN5YR Page on such date, the Government of Canada Yield will mean the average of the yields determined by two registered Canadian investment dealers selected by the Corporation, as being the yield to maturity on such date (assuming semi-annual compounding) which a Canadian dollar denominated non-callable Government of Canada bond would carry if issued in Canadian dollars at 100% of its principal amount on such date with a term to maturity of five years.

“Holder” has the meaning attributed to it in Section 2.1.

“Initial Dividend Period” has the meaning ascribed thereto in Section 2.2(a).

“Initial Fixed Dividend Rate” means 6.00% per annum.

“Initial Fixed Rate Period” means the period commencing on the Issue Date and ending on and including December 31, 2022.

“Issue Date” means the date on which Series 1 Preference Shares are first issued.

“Redemption Price” has the meaning attributed to it in Section 4.

“Series 1 Dividends” has the meaning attributed to it in Section 2.1.

“Series 1 Preference Share Provisions” has the meaning attributed to it in the introductory paragraph to these terms and conditions.

“Series 1 Preference Shares” has the meaning attributed to it in the introductory paragraph to these Series 1 Preference Shares Provisions.

“Subsequent Fixed Rate Period” means for the initial Subsequent Fixed Rate Period, the period commencing on January 1, 2023 and ending on and including December 31, 2027 and for each succeeding Subsequent Fixed Rate Period, the period commencing on the day immediately following the end of the immediately preceding Subsequent Fixed Rate Period and ending on and including December 31 in the fifth year thereafter.

11.2 Interpretation of terms

In the provisions herein contained attaching to the Series 1 Preference Shares:

- (a) **“accrued and unpaid Series 1 Dividends”** means the aggregate of (i) all unpaid Series 1 Dividends for any completed Dividend Period; and (ii) a cash amount calculated as though Series 1 Dividends had been accruing on a day to day basis from but excluding the date on which the last quarterly dividend was payable up to and including the date to which the computation of accrued dividends is to be made; provided in the case of each of (i) and (ii), no amount shall be included in the accrued and unpaid Series 1 Dividends that would result in the duplication in payment by the Corporation of the amount of any dividend on the Series 1 Preference Shares;
- (b) **“prior to”, “on a parity with”** and **“junior to”** have reference to the order of priority in payment of dividends and in the distribution of assets in the event of any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs;
- (c) in the event that any date on which any Series 1 Dividend is payable by the Corporation, or any date on or by which any other action is required to be taken by the Corporation or the Holders hereunder, is not a Business Day (as defined above), then such dividend shall be payable, or such other action shall be required to be taken, on or by the next succeeding day that is a Business Day;

- (d) in the event of the non-receipt of a cheque by a Holder of Series 1 Preference Shares entitled to the cheque, or the loss or destruction of the cheque, the Corporation, on being furnished with reasonable evidence of non-receipt, loss or destruction, and an indemnity reasonably satisfactory to the Corporation, will issue to the Holder a replacement cheque for the amount of the original cheque;
- (e) the Corporation will be entitled to deduct or withhold from any amount payable to a Holder of Series 1 Preference Shares under these Series 1 Preference Shares Provisions any amount required by law to be deducted or withheld from that payment;
- (f) reference to any statute is to that statute as in force from time to time, including any regulations, rules, policy statements or guidelines made under that statute, and includes any statute which may be enacted in substitution of that statute;
- (g) if it is necessary to convert any amount into Canadian dollars, the Board of Directors will select an appropriate method and rate of exchange to convert any non-Canadian currency into Canadian dollars; and
- (h) all references herein to a Holder of Series 1 Preference Shares shall be interpreted as referring to a registered Holder of the Series 1 Preference Shares.

6. The amendment has been duly authorized as required by sections 168 and 170 (as applicable) of the *Business Corporations Act*.
La modification a été dûment autorisée conformément aux articles 168 et 170 (selon le cas) de la *Loi sur les sociétés par actions*.
7. The resolution authorizing the amendment was approved by the shareholders/directors (as applicable) of the corporation on
Les actionnaires ou les administrateurs (selon le cas) de la société ont approuvé la résolution autorisant la modification le

2017, November, 29

(Year, Month, Day)
(année, mois, jour)

These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

Trisura Group Ltd.

(Print name of corporation from Article 1 on page 1)
(Veuillez écrire le nom de la société de l'article un à la page une).

By/
Par :



(Signature)
(Signature)

David Clare

OTHER - Officer

(Description of Office)
(Fonction)