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Information has been incorporated by reference in this short form prospectus from documents filed with securities commissions or similar authorities in Canada. Copies of the documents incorporated herein by reference may be obtained on request without charge from the Chief Financial Officer of StorageVault Canada Inc., at 100 Canadian Road, Toronto, Ontario M1R 4Z5, Telephone 1-877-622-0205, and are also available electronically at www.sedar.com.

SHORT FORM PROSPECTUS

New Issue

July 13, 2020

STORAGEVAULT

🍁 CANADA SELF STORAGE CENTRES

STORAGEVAULT CANADA INC.

\$75,000,000

5.75% Senior Unsecured Hybrid Debentures

Price: \$1,000 per Debenture

This short form prospectus qualifies for distribution (the “Offering”) \$75,000,000 aggregate principal amount of 5.75% senior unsecured hybrid debentures (the “Debentures”) of StorageVault Canada Inc. (“StorageVault” or the “Corporation”) at a price of \$1,000 per Debenture (the “Issue Price”). The Debentures will bear interest at an annual rate of 5.75% payable semi-annually in arrears on July 31 and January 31 of each year (each, an “Interest Payment Date”), commencing on January 31, 2021. The first interest payment will include interest accrued from (and including) the Closing Date (as defined herein) to (but excluding) January 31, 2021. The Debentures have a maturity date of January 31, 2026 (the “Maturity Date”). See “Description of the Debentures”.

The Issue Price of the Debentures offered under this short form prospectus was determined by negotiation between the Corporation and Scotia Capital Inc., National Bank Financial Inc. and TD Securities Inc. (collectively, the “Lead Underwriters”) and BMO Nesbitt Burns Inc., CIBC World Markets Inc., RBC Dominion Securities Inc., Cormark Securities Inc., Raymond James Ltd., Stifel Nicolaus Canada Inc., and Industrial Alliance Securities Inc. (together with the Lead Underwriters, the “Underwriters”). See “Plan of Distribution”.

	Price to Public	Underwriters’ Fee ⁽¹⁾	Net Proceeds to the Corporation ⁽²⁾⁽³⁾
Per Debenture	\$1,000	\$40	\$960
Total Offering	\$75,000,000	\$3,000,000	\$72,000,000

Notes:

- (1) The Underwriters will be paid an aggregate cash fee equal to 4.0% of the gross proceeds of the Offering (the “Underwriters’ Fee”). The Underwriters will also be reimbursed for their legal and other expenses. See “Plan of Distribution”.
- (2) After deducting the Underwriters’ Fee but before deducting the estimated expenses of the Offering of \$750,000.
- (3) The Corporation has granted to the Underwriters an option (the “Over-Allotment Option”) exercisable at the sole discretion of the Underwriters, in whole or in part, at any time and from time to time, until and including 30 days after the Closing Date to purchase up to an additional \$11,250,000 aggregate principal amount of Debentures at the Issue Price, on the same terms and conditions as the Offering, for the

(ii)

purposes of covering over-allotments, if any, and for market stabilization purposes. A purchaser who acquires Debentures forming any part of the Underwriters' over-allocation position acquires those Debentures under this short form prospectus, regardless of whether the Underwriters' over-allocation position is ultimately filled through the exercise of the Over-Allotment Option or secondary market purchases. If the Over-Allotment Option is exercised in full, the total "Price to the Public", "Underwriters' Fee" and "Net Proceeds to the Corporation" (before deducting expenses of the Offering) will be \$86,250,000, \$3,450,000 and \$82,800,000, respectively. This short form prospectus also qualifies for distribution the grant of the Over-Allotment Option and the issuance of the Debentures pursuant to the exercise of the Over-Allotment Option. See "*Plan of Distribution*" and the table below.

The following table sets forth the number of Debentures that may be issued by the Corporation to the Underwriters pursuant to the Over-Allotment Option:

<u>Underwriters Position</u>	<u>Maximum size or number of securities available</u>	<u>Exercise period</u>	<u>Exercise price</u>
Over-Allotment Option	\$11,250,000 aggregate principal amount of Debentures	Until and including 30 days from the Closing Date	\$1,000 per Debenture

The issued and outstanding common shares of the Corporation ("**Common Shares**") are listed on the TSX Venture Exchange (the "**TSXV**") under the symbol "SVI". On June 26, 2020, the last trading day prior to the public announcement of the Offering, the closing price of the Common Shares on the TSXV was \$3.12 per Common Share. On July 10, 2020, the last trading day prior to the date hereof, the closing price of the Common Shares on the TSXV was \$3.33 per Common Share. The TSXV has conditionally approved the listing of the Debentures on the TSXV under the symbol "SVI.DB". Listing is subject to the Corporation fulfilling all of the listing requirements of the TSXV. The Debentures are not currently listed on the TSXV or any other exchange. **There is no market through which the securities may be sold and purchasers may not be able to resell securities purchased under this short form prospectus. This may affect the pricing of the securities in the secondary markets, the transparency and availability of trading prices, the liquidity of the securities, and the extent of issuer regulation. Investing in the Debentures is subject to certain risks that should be considered by prospective investors. See "*Risk Factors*".**

In the opinion of DLA Piper (Canada) LLP, counsel to StorageVault, and Goodmans LLP, counsel to the Underwriters, on the basis of the applicable legislation in effect on the date hereof, and subject to the qualifications and assumptions discussed under the heading "*Eligibility for Investment*", the Debentures and any Common Shares issuable at the option of the Corporation on the redemption or maturity of the Debentures, would be qualified investments under the *Income Tax Act* (Canada) and the regulations thereunder (the "**Tax Act**") for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, registered disability savings plans, tax-free savings accounts and registered education savings plans, provided that, at the time of the acquisition thereof by such plan or account, the Common Shares are listed on a "designated stock exchange" (as defined herein). See "*Eligibility for Investment*".

The Debentures will not be redeemable by the Corporation prior to January 31, 2024 (the "**First Call Date**") except in certain circumstances upon the occurrence of a Change of Control (as defined herein). On or after the First Call Date and prior to January 31, 2025, the Debentures may be redeemed by the Corporation, in whole or in part from time to time, at a redemption price equal to 102.875% of the principal amount of the Debentures redeemed plus accrued and unpaid interest, if any, up to but excluding the date set for redemption. On and after January 31, 2025 and prior to the Maturity Date, the Debentures may be redeemed in whole or in part at the option of the Corporation at a price equal to their principal amount plus accrued and unpaid interest, if any, up to but excluding the date set for redemption. The Corporation shall provide not more than 60 days nor less than 30 days prior notice of redemption for the Debentures. See "*Description of the Debentures – Optional Redemption*".

Unless an Event of Default (as defined herein) has occurred and is continuing, the Corporation may elect, from time to time, subject to applicable regulatory approval, to satisfy its obligation to pay interest on the Debentures, on the date it is payable under the Indenture (as defined herein) (including at the time of redemption or maturity) by delivering Common Shares to the Debenture Trustee (as defined herein), for sale, to satisfy the interest obligations in accordance with the Indenture in which holders of the Debentures will be entitled to receive a cash payment equal to the interest payable, from the proceeds of the sale of such Common Shares or a combination of the foregoing and cash. See "*Description of the Debentures – Interest Payment Option*".

Subject to required regulatory approval and provided that no Event of Default has occurred and is continuing at such time, the Corporation has the option to satisfy its obligations to repay the principal amount of the Debentures due at redemption or maturity, upon not less than 30 days and not more than 60 days prior notice, by issuing and delivering that number of freely tradeable Common Shares obtained by dividing the principal amount of the Debentures by 95% of the Current Market Price which will be defined in the Indenture as, generally, the arithmetic average of the per share volume weighted average trading price of the Common Shares on the TSXV for the 20 consecutive trading days ending five trading days before the date fixed for redemption or maturity, as applicable.

(iii)

Further particulars concerning the interest, repurchase and maturity provisions of the Debentures are set out under “*Description of the Debentures*”.

The Underwriters, as principals, conditionally offer the Debentures, subject to prior sale, if, as and when issued by the Corporation and accepted by the Underwriters in accordance with the conditions contained in the underwriting agreement among the Corporation and the Underwriters (the “**Underwriting Agreement**”) referred to under “*Plan of Distribution*” and subject to approval of certain legal matters relating to the Offering on behalf of the Corporation by DLA Piper (Canada) LLP and on behalf of the Underwriters by Goodmans LLP.

Scotia Capital Inc., TD Securities Inc., BMO Nesbitt Burns Inc., CIBC World Markets Inc., RBC Dominion Securities Inc. and Raymond James Ltd. are affiliates of Canadian chartered banks that are lenders to the Corporation and to which the Corporation is currently indebted, and affiliates of Scotia Capital Inc., TD Securities Inc., BMO Nesbitt Burns Inc., CIBC World Markets Inc. and Raymond James Ltd. will each have a portion of their indebtedness repaid with a portion of the proceeds of the Offering. Consequently, the Corporation may be considered a “connected issuer” of Scotia Capital Inc., TD Securities Inc., BMO Nesbitt Burns Inc., CIBC World Markets Inc., RBC Dominion Securities Inc. and Raymond James Ltd. within the meaning of applicable Canadian securities legislation. See “*Relationship Between the Corporation and Certain Underwriters*”.

The Underwriters propose to offer the Debentures initially at the Issue Price specified above. After a reasonable effort has been made to sell all of the Debentures at such Issue Price, the Underwriters may subsequently reduce the selling price to investors from time to time in order to sell any of the Debentures remaining unsold. Any such reduction will not affect the proceeds received by the Corporation. See “*Plan of Distribution*”.

The earnings coverage ratios for the Corporation for the year ending December 31, 2019, and for the 12-month period ending March 31, 2020, are less than one-to-one. See “*Earnings Coverage Ratios*”.

It is important for a person making an investment in the Debentures to consider the particular risk factors that may affect both the Corporation and the industry in which the Corporation operates. See the risks described in the Corporation’s annual information form and management’s discussion and analysis that are incorporated herein by reference, which describe the Corporation’s assessment of those risk factors, as well as the potential consequences to a holder if a risk should occur. See also “*Risk Factors*”.

Subscriptions for Debentures will be received subject to rejection or allotment, in whole or in part, by the Underwriters and the Underwriters reserve the right to close the subscription books at any time without notice. It is expected that closing of the Offering will occur on or about July 20, 2020, or such other date as may be agreed between the Corporation and the Underwriters, but in any event not later than August 5, 2020 (the “**Closing Date**”). The Debentures will be represented by one or more global certificates issued in registered form to CDS Clearing and Depository Services Inc. (“**CDS**”) or its nominee under the book-based system administered by CDS. No certificates evidencing the Debentures will be issued to subscribers except in certain limited circumstances, and registration will be made in the depository service of CDS. Subscribers for the Debentures will receive only a customer confirmation from the Underwriter or other registered dealer who is a participant in the depository service of CDS (a “**Participant**”) and from or through whom a beneficial interest in the Debentures is purchased. See “*Description of the Debentures*”.

Subject to applicable laws in connection with the Offering, the Underwriters may effect transactions intended to stabilize or maintain the market prices for the Common Shares and/or the Debentures at levels other than those which might otherwise prevail on the open market. Such transactions, if commenced, may be discontinued at any time. See “*Plan of Distribution*”.

The Corporation’s head office is located at 100 Canadian Road, Toronto, Ontario M1R 4Z5 and its registered office is located at 1000, 250 - 2nd Street S.W., Calgary, Alberta, T2P 0C1.

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CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Certain statements contained in this short form prospectus, and in certain documents incorporated by reference into this short form prospectus, constitute forward-looking statements and forward-looking information (collectively referred to herein as “**forward-looking statements**”) within the meaning of applicable Canadian securities laws. Such forward-looking statements relate to future events or the Corporation’s future performance. All statements other than statements of historical fact may be forward-looking statements. Such forward-looking statements are often, but not always, identified by the use of words such as “seek”, “anticipate”, “budget”, “plan”, “continue”, “estimate”, “expect”, “forecast”, “may”, “will”, “project”, “predict”, “potential”, “targeting”, “intend”, “could”, “might”, “should”, “believe” and similar expressions. These statements involve known and unknown risks, uncertainties and other factors that may cause actual results or events to differ materially from those anticipated in such forward-looking statements. The Corporation believes the expectations reflected in those forward-looking statements are reasonable but no assurance can be given that these expectations will prove to be correct and such forward-looking statements included in, or incorporated by reference into, this short form prospectus should not be unduly relied upon. These forward-looking statements speak only as of the date of this short form prospectus or as of the date specified in the documents incorporated by reference into this short form prospectus, as the case may be.

In particular, this short form prospectus, and the documents incorporated by reference herein, contain forward-looking statements, pertaining to the following:

- the Closing Date and the expected use of proceeds of the Offering;
- obtaining of all required regulatory approvals in connection with the Offering;
- StorageVault’s strategic objectives and focus;
- StorageVault’s acquisition strategy, the criteria to be considered in connection therewith and the benefits to be derived therefrom;
- the expansion of certain of StorageVault’s portfolio of stores;
- potential growth and opportunities in the Canadian storage industry and potential factors in such growth and opportunities;
- StorageVault’s growth and its growth strategy, including the potential expansion of existing stores, its portable storage business and its records management business;
- potential acquisitions by StorageVault, including potential future acquisitions by StorageVault of assets owned by Access Self Storage Inc. (“**Access**”);
- StorageVault’s five year business plan;
- potential sources of financing for potential future growth and acquisitions;
- trends in the Canadian storage industry;
- the Corporation’s plans with respect to dividend payments and its dividend reinvestment plan (the “**DRIP**”);
- supply and demand for storage;
- the impact of COVID-19 on the Corporation’s business; and
- expected levels of operating costs, general administrative costs, costs of services and other costs and expenses.

Although the forward-looking statements contained in this short form prospectus are based upon assumptions which management of the Corporation believes to be reasonable, the Corporation cannot assure investors that actual results will be consistent with these forward-looking statements. With respect to forward-looking statements contained in this short form prospectus, the Corporation has made assumptions regarding, but not limited to:

- all conditions to completion of the Offering being satisfied or waived;
- the successful negotiation and execution of purchase agreements in respect of potential acquisitions;
- StorageVault completing current and future acquisitions in a manner consistent with previous disclosure and consistent with past acquisitions;
- market acceptance of StorageVault’s future acquisitions and store expansions;
- market acceptance and receipt of approvals, including the approval of the board of directors of the Corporation (the “**Board**”) and the acquisition committee of the Board, and TSXV acceptance of the potential issuance of Common Shares, if any, for potential acquisitions, and the closing of such potential acquisitions;
- the satisfactory fulfilment of all of the conditions precedent to any acquisitions;

- the ability of StorageVault to rely on exemptions from the formal valuation and minority approval requirements of Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* (“MI 61-101”) and TSXV Policy 5.9 in respect of any related party transactions;
- the completion of satisfactory due diligence by StorageVault in relation to the potential acquisitions;
- the value of the appraisals received for potential acquisitions;
- factors and trends in Canada’s storage industry being consistent with the past projections for such factors and trends;
- no material adverse change in economic conditions or capital markets in Canada generally;
- no material adverse change in the Canadian self-storage industry;
- factors in StorageVault’s growth being consistent with the past and projections for such growth;
- the impact of increasing competition;
- receipt of regulatory approvals;
- the ability to obtain additional financing on satisfactory terms;
- the ability of StorageVault to successfully market its services;
- StorageVault’s future debt levels; and
- anticipated adjustments, if any, to StorageVault’s operations as a result of the COVID-19 pandemic; and StorageVault’s continued response and ability to navigate the COVID-19 pandemic being consistent with, or better than, its ability and response to date.

The Corporation’s actual results could differ materially from those anticipated in the forward-looking statements as a result of the risk factors set forth herein and in the documents incorporated by reference herein, including but not limited to:

- general capital market conditions and market prices for securities;
- delay or failure to receive Board or regulatory approvals;
- the actual results of future operations;
- competition;
- changes in legislation, including environmental legislation, affecting StorageVault;
- the timing and availability of external financing on acceptable terms;
- conclusions of economic evaluations and appraisals;
- lack of qualified, skilled labour or loss of key individuals;
- changes in operating and capital costs;
- the availability of capital on acceptable terms;
- adverse claims made in respect of the Corporation’s properties or assets;
- failure to realize the anticipated benefits of recently completed acquisitions;
- risks related to the COVID-19 pandemic including various recommendations, orders and measures of governmental authorities to try to limit the pandemic, including travel restrictions, border closures, non-essential business closures, service disruptions, quarantines, self-isolations, shelters-in-place and social distancing, disruptions to markets, economic activity, financing, supply chains and sales channels, and a deterioration of general economic conditions including a possible national or global recession;
- the impact that the COVID-19 pandemic may have on StorageVault, which may include: a short-term delay in payments from customers, an increase in accounts receivable and an increase of losses on accounts receivable; decreased demand for the services that StorageVault offers; and a deterioration of financial markets that could limit StorageVault’s ability to obtain external financing; and
- other factors, many of which are beyond the control of the Corporation, some of which are discussed under “Risk Factors” in the AIF (as defined herein).

Forward-looking statements and other information contained herein concerning the storage industry in Canada and the Corporation’s general expectations concerning this industry are based on estimates prepared by management of the Corporation using data from publicly available industry sources as well as from market research and industry analysis and on assumptions based on data and knowledge of this industry, which the Corporation believes to be reasonable. However, this data is inherently imprecise, although generally indicative of relative market positions, market shares and performance characteristics. While the Corporation is not aware of any material misstatements regarding any industry data presented herein, the storage industry involves numerous risks and uncertainties and is subject to change based on various factors.

Management of the Corporation has included the above summary of assumptions and risks related to forward-looking statements provided in this short form prospectus in order to provide investors with a more complete perspective on the Corporation's current and future operations and such information may not be appropriate for other purposes. The Corporation's actual results, performance or achievement could differ materially from those expressed in, or implied by, these forward-looking statements and, accordingly, no assurance can be given that any of the events anticipated by the forward-looking statements will transpire or occur, or if any of them do so, what benefits that the Corporation will derive therefrom.

Investors are cautioned that the foregoing list of important factors is not exhaustive and they should not unduly rely on the forward looking statements included in this short form prospectus or in any of the documents incorporated by reference herein. These forward-looking statements are made as of the date of this short form prospectus and the Corporation disclaims any intent or obligation to update publicly any forward-looking statements, whether as a result of new information, future events or results or otherwise, other than as required by applicable securities laws. All forward looking statements contained in this short form prospectus are expressly qualified by this cautionary statement. Investors should refer to the Corporation's filings under its System for Electronic Document Analysis and Retrieval ("**SEDAR**") profile at www.sedar.com for further information about the factors affecting forward looking statements and management's assumptions and analysis thereof.

PRESENTATION OF FINANCIAL INFORMATION

Non-IFRS Financial Measures

This short form prospectus and certain of the documents incorporated by reference herein make reference to certain financial measures that do not have any standardized meaning as prescribed under International Financial Reporting Standards ("**IFRS**") and, therefore, are considered non-IFRS financial measures. Measures such as NOI (as defined herein) are not standard measures under IFRS; therefore, it may not be possible to compare these financial measures with other companies' non-IFRS financial measures having the same or similar businesses. Investors are cautioned that these measures should not be construed as alternatives to measures determined in accordance with generally accepted accounting principles applicable to publicly traded companies (GAAP), and IFRS. The Corporation strongly encourages investors to review its consolidated financial statements and publicly filed reports in their entirety and not to rely on any single financial measure.

StorageVault believes that these non-IFRS financial measures are useful supplemental measures as they facilitate an understanding of StorageVault's operating and financial performance. Management of StorageVault uses both IFRS and non-IFRS financial measures to assess the financial and operating performance of the Corporation's operations. These non-IFRS financial measures are not recognized measures under IFRS, do not have a standardized meaning under IFRS and are unlikely to be comparable to similar measures presented by other companies. The non-IFRS financial measures referenced in this short form prospectus include the following:

- "**Net Operating Income**" or "**NOI**" – NOI is defined as storage and related services less related property operating costs. NOI does not include interest expense or income, depreciation and amortization, corporate administrative costs, stock based compensation costs or taxes. NOI assists management in assessing profitability and valuation from principal business activities.

NOI should not be viewed as an alternative to, in isolation from, or superior to, net income (or other measures calculated in accordance with IFRS). NOI should not be interpreted as an indicator of cash generated from operating activities and is not indicative of cash available to fund operating expenditures, or for the payment of cash distributions. NOI is simply an additional measure of operating performance which highlights trends in StorageVault's core business that may not otherwise be apparent when relying solely on IFRS financial measures. StorageVault's management also uses this non-IFRS financial measure in order to facilitate operating performance comparisons from period to period and to prepare operating budgets. In addition, the Corporation's definition of NOI may differ from that of other issuers.

For additional information regarding the foregoing, see the Annual MD&A (as defined herein), which is incorporated by reference herein.

Conventions

All financial information herein has been presented in Canadian dollars and in accordance with IFRS.

GENERAL DISCLOSURE MATTERS

Prospective investors should rely only on the information contained in or incorporated by reference in this short form prospectus. Neither the Corporation nor the Underwriters have authorized any person to provide different information. The Debentures may be sold only in those jurisdictions where offers and sales are permitted under applicable laws. This short form prospectus is not an offer to sell or a solicitation of any offer to buy Debentures in any jurisdiction where it is unlawful to do so. The information contained in this short form prospectus is accurate only as of the date hereof, regardless of the time of delivery of this short form prospectus or of any sale of the Debentures.

ELIGIBILITY FOR INVESTMENT

In the opinion of DLA Piper (Canada) LLP, counsel to the Corporation, and Goodmans LLP, counsel to the Underwriters, based on the provisions of the Tax Act in force on the date hereof, the Debentures being offered pursuant to this short form prospectus will, and any Common Shares issuable at the option of the Corporation on the redemption or maturity of the Debentures would, be qualified investments under the Tax Act for trusts governed by registered retirement savings plans (“RRSPs”), registered retirement income funds (“RRIFs”), deferred profit sharing plans (except a deferred profit sharing plan to which the Corporation, or an employer that does not deal at arm’s length with the Corporation, has made a contribution), registered education savings plans (“RESPs”), registered disability savings plans (“RDSPs”) and tax free savings accounts (“TFSA”) (each, an “Exempt Plan”), provided that, at the time of the acquisition thereof by the Exempt Plan, the Common Shares are listed on a “designated stock exchange” in Canada as defined in the Tax Act (which includes the TSXV).

Notwithstanding that the Debentures and the Common Shares may be qualified investments as discussed above, if the Debentures or Common Shares are “prohibited investments” for the purposes of the Tax Act, the holder of a TFSA or RDSP, the annuitant under an RRSP or RRIF, or the subscriber of an RESP, as the case may be, which holds such Debentures or Common Shares will be subject to a penalty tax. The Debentures or Common Shares will be a “prohibited investment” for a RRSP, RRIF, TFSA, RDSP or RESP if the annuitant, holder, or subscriber, as the case may be, does not deal at arm’s length with the Corporation for the purposes of the Tax Act or if the holder has a “significant interest” (within the meaning of the Tax Act) in the Corporation. However, Common Shares will not be a “prohibited investment” if they are “excluded property” (as defined in the Tax Act) for trusts governed by such RRSP, RRIF, TFSA, RDSP or RESP.

Prospective investors who intend to hold the Debentures in an Exempt Plan should consult their own tax advisors.

DOCUMENTS INCORPORATED BY REFERENCE

Information has been incorporated by reference in this short form prospectus from documents filed with the securities commissions or similar authorities in each of the provinces of Canada (collectively, the “Commissions”). Copies of the documents incorporated herein by reference may be obtained on request without charge from the Chief Financial Officer of the Corporation, at 100 Canadian Road, Toronto, Ontario M1R 4Z5, Telephone 1-877-622-0205, and are also available electronically on SEDAR at www.sedar.com.

The following documents of the Corporation are specifically incorporated by reference into, and form an integral part of, this short form prospectus:

- (a) notice of meeting and management information circular of the Corporation dated April 18, 2019 regarding the annual general and special meeting of shareholders of the Corporation held on May 28, 2019 (the “**2019 Circular**”), filed on SEDAR on May 8, 2019;
- (b) annual information form of the Corporation for the financial year ended December 31, 2019 dated February 27, 2020 (the “**AIF**”), filed on SEDAR on February 28, 2020;

- (c) audited annual consolidated financial statements of the Corporation as at and for the years ended December 31, 2019 and December 31, 2018, together with the notes thereto and the auditors' report thereon (the "**Annual Financial Statements**"), filed on SEDAR on February 28, 2020;
- (d) management discussion and analysis of the Corporation for the year ended December 31, 2019 (the "**Annual MD&A**"), filed on SEDAR on February 28, 2020;
- (e) notice of meeting and management information circular of the Corporation dated April 28, 2020 regarding the annual general and special meeting of shareholders of the Corporation held on May 27, 2020 (the "**2020 Circular**"), filed on SEDAR on April 29, 2020;
- (f) unaudited interim consolidated financial statements of the Corporation as at and for the three month period ended March 31, 2020 (the "**Interim Financial Statements**"), filed on SEDAR on May 15, 2020, excluding the wording on the cover page indicating that the Corporation's auditors have not performed of review of such financial statements;
- (g) management discussion and analysis of the Corporation for the three month period ended March 31, 2020 (the "**Interim MD&A**"), filed on SEDAR on May 15, 2020; and
- (h) a template version of the term sheet with respect to the Offering dated June 29, 2020 (the "**Marketing Materials**"), filed on SEDAR on June 29, 2020.

Any documents of the type required by National Instrument 44-101 – *Short Form Prospectus Distributions* to be incorporated by reference in a short form prospectus including any material change reports (excluding confidential reports), interim financial statements, annual financial statements and the auditors' report thereon, management's discussion of financial conditions and results of operations, information circulars, annual information forms and business acquisition reports filed by the Corporation with the Commissions, subsequent to the date of this short form prospectus and prior to the termination of the distribution of the Debentures, shall be deemed to be incorporated by reference in this short form prospectus.

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

MARKETING MATERIALS

Neither the Marketing Materials, nor any "template version" of any other "marketing materials" (as such terms are defined in National Instrument 41-101 – *General Prospectus Requirements*) that are utilized by the Underwriters in connection with the Offering, are part of this short form prospectus to the extent that the contents of the Marketing Materials or other marketing materials, as the case may be, have been modified or superseded by a statement contained in this short form prospectus or any amendment.

In addition, the template version of any marketing materials that is filed on SEDAR with the securities commission or similar authority in Canada in connection with the Offering after the date of this short form prospectus and before the termination of the distribution of the Offering (including any amendments to, or an amended version of, any template version of any marketing materials) is deemed to be incorporated by reference into this short form prospectus.

STORAGEVAULT CANADA INC.

StorageVault was incorporated on May 31, 2007 under the *Business Corporations Act* (Alberta). The Corporation completed a vertical amalgamation with a wholly-owned subsidiary on January 1, 2013. On August 26, 2013, January 7, 2015 and August 27, 2015, the Corporation amended its articles to change the rights, privileges, restrictions and conditions of the series 1 preferred shares in the capital of the Corporation (the “**Series 1 Preferred Shares**”). Effective April 15, 2019, the Corporation wound up its wholly owned limited partnerships that were purchased pursuant to the Real Storage Acquisition (as defined herein) which resulted in all of the assets and liabilities of these limited partnerships becoming the assets and liabilities of the Corporation. On January 1, 2020, the Corporation completed a vertical amalgamation with its wholly owned subsidiary, Sentinel Self-Storage Corporation, to form StorageVault Canada Inc.

The Corporation’s head office is located at 100 Canadian Road, Toronto, Ontario, M1R 4Z5 and its registered office is located at 1000, 250 - 2nd Street S.W., Calgary, Alberta, T2P 0C1.

The Corporation is a reporting issuer in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador and will become a reporting issuer in Quebec upon filing of the final short form prospectus. The Common Shares are listed and posted for trading on the TSXV under the trading symbol “SVI”.

SUMMARY DESCRIPTION OF THE BUSINESS

StorageVault’s primary business is owning, managing and renting self storage and portable storage space to individual, governmental and commercial customers. The Corporation also stores, shreds, and manages documents and records for customers. Self storage involves the customer renting space at the Corporation’s property for short or long term storage, although typically spaces are rented on a weekly or monthly basis. Rental rates vary according to the location of the property and the size of the space. Self storage units are used by individuals and by large and small businesses. Individuals usually employ the space for storage of, among other things, furniture, household appliances, personal belongings, motor vehicles, boats, campers, motorcycles and other household goods. Commercial customers usually employ the space for storage of excess inventory, business records, seasonal goods, equipment and fixtures. Portable storage involves delivering a portable storage unit to the customer. The customer can opt to keep the portable storage unit at their location or have it moved to another location for further storage.

The stores operate under the Access Storage, Depotium Mini-Entrepots, Sentinel Storage and Storage For Your Life brands. The Corporation’s portable storage business operates under the Cubeit and PUPS brands and its records management business operates under the RecordXpress brand.

StorageVault owns and operates 202 storage locations in the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec and Nova Scotia. StorageVault owns 154 of these locations plus over 4,600 portable storage units representing over 8.2 million rentable square feet.

StorageVault’s strategic objective is to own and operate self storage and portable storage in Canada’s top markets. StorageVault’s goal is to have multiple stores in these markets, adding portable storage and records management, to take advantage of economies of scale. StorageVault will focus on acquiring storage assets with strong existing cash flows, in strategic markets, preferably with excess land allowing for future development and expansion of our self and portable storage businesses. Financing for this growth is intended to come from a combination of free cash flow from operations, mortgage financing and the issuance of additional debt or equity securities.

In the normal course, StorageVault is engaged in discussions with respect to the possible acquisition and financing of new assets, and refinancing of existing assets. Some of these acquisitions and financings may involve the granting of security on existing assets and/or the issuance of equity. StorageVault expects to continue negotiations in respect of these matters and will actively pursue these and other opportunities as they become available. However, there can be no assurance that any of these discussions will result in definitive agreements and, if they do, what the terms or timing of any acquisition, financing or refinancing would be.

Further details concerning the Corporation, including information with respect to the Corporation's assets, operations and history, are provided in the AIF and other documents incorporated by reference into this short form prospectus. Investors are encouraged to review these documents as they contain important information about the Corporation. In particular, see "General Development of the Business" and "Business of StorageVault" in the AIF.

RECENT DEVELOPMENTS

On January 1, 2020, the Corporation completed a vertical amalgamation with its wholly owned subsidiary, Sentinel Self-Storage Corporation, to form StorageVault Canada Inc.

On February 28, 2020, the Corporation announced that it would increase its quarterly dividend by 0.5% beginning in Q1 2020.

On April 1, 2020, the Corporation completed the acquisition of all of the storage assets, property and business used in one store located in Brandon, Manitoba for an aggregate purchase price of \$3,700,000 which was paid with mortgage financing and funds on hand. This acquisition was an arm's length transaction.

On April 15, 2020, the Corporation completed the acquisition of two stores located in Winnipeg, Manitoba from Access for an aggregate purchase price of \$7,845,000 which was paid by the issuance of 1,240,323 Common Shares at a deemed aggregate price of \$3,845,000 or \$3.10 per Common Share, with the remainder being paid with mortgage financing and funds on hand. As Access is a non-arm's length party to StorageVault, this acquisition was considered a "related party transaction" under MI 61-101 and TSXV Policy 5.9.

On May 15, 2020, the Corporation announced that it would increase its quarterly dividend by 0.5% beginning in Q2 2020.

In March 2020, the World Health Organization declared a global pandemic related to COVID-19. Various restrictions were imposed by federal, provincial and local governments and by enterprises including travel restrictions, restrictions on public gatherings, stay at home orders, advisories, and quarantining of people who may have been exposed to the virus. The Corporation is adjusting and adapting to daily changes as a result of the COVID-19 pandemic. The outbreak of this contagious illness poses a threat to the health and economic wellbeing of the Corporation's employees, customers and suppliers. To meet the continued demand for the Corporation's services, the Corporation has modified its operations to operate remotely at all stores and reservation centres to ensure its employees and clients are safe. The Corporation's employees remain fully employed and clients, both new and existing, are able to store and access their valuables.

As at the date of this short form prospectus, the impact from COVID-19 on the Corporation's operational financial performance has been generally limited to reductions in new rentals and a reduction in the number of clients vacating their units starting the latter half of March. The Corporation elected to postpone auctions and rate increases to existing customers beginning in mid-March, and during May and June the Corporation selectively reintroduced such increases where appropriate. While clients may be further impacted, including through unemployment, which may reduce the ability to pay, the Corporation has experienced no meaningful increases, or has provisioned for, in accounts receivable. See "*Risk Factors*".

CONSOLIDATED CAPITALIZATION

The following table sets forth the consolidated capitalization of the Corporation as at March 31, 2020 and the *pro forma* consolidation capitalization of the Corporation as at March 31, 2020 after giving effect to the Offering (but not the exercise of the Over-Allotment Option). The historical amounts are derived from the unaudited interim consolidated financial statements of the Corporation as at March 31, 2020 and such information should be read in conjunction with such statements which are incorporated by reference in this short form prospectus.

Designation	As at March 31, 2020 (unaudited)	As at March 31, 2020 after giving effect to the Offering (unaudited)
Mortgages⁽¹⁾		
Fixed Rate/Variable Rate	\$655,203,947	\$655,203,947
Lines of Credit and Promissory Notes	\$379,614,387	\$308,364,387 ⁽²⁾
Debentures	-	\$71,250,000 ⁽³⁾
Total:	\$1,034,818,334	\$1,034,818,334
Shareholder Capital⁽⁴⁾		
Common Shares (unlimited)	\$353,760,609 (362,323,583 Common Shares ⁽⁵⁾⁽⁶⁾⁽⁷⁾)	\$353,760,609 (362,323,583 Common Shares ⁽⁵⁾⁽⁶⁾⁽⁷⁾)

Notes:

- (1) Certain mortgages are granted as part of a number of credit agreements with various lenders.
- (2) StorageVault intends to use a portion of the net proceeds from the Offering to repay: (a) \$13,836,344 of a revolving term credit facility with a total commitment in the amount of \$320,000,000 pursuant to a credit agreement dated April 15, 2019, as amended among, *inter alios*, StorageVault, as borrower, and certain lenders (the “**2019 Credit Facility**”); (b) \$42,680,323 of a revolving term credit facility with a total commitment in the amount of \$75,000,000 pursuant to a credit agreement dated December 21, 2017, as amended, among, *inter alios*, StorageVault, as borrower, and certain lenders (the “**2017 Credit Facility**”); (c) \$12,733,334 of a \$15,000,000 revolving credit facility contained within a \$62,500,000 credit agreement dated July 31, 2015, as amended, among StorageVault, as borrower, and a lender (the “**2015 Credit Facility**”); and (d) in full a promissory note in principal amount of \$2,000,000 issued to the vendor in connection with the Toronto and Barrie Acquisition (as defined herein) (the “**Toronto and Barrie Note**”), which are included in the above table (\$71,250,000 under the Offering; and \$82,050,000 in aggregate under the Offering if the Over-Allotment Option is exercised). See “*Plan of Distribution*” and “*Use of Proceeds*”.
- (3) Based on gross proceeds of the Offering of \$75,000,000, less the Underwriters’ Fee of \$3,000,000 and the estimated expenses of the Offering of \$750,000. If the Over-Allotment Option is exercised in full the aggregate principal amount of the Debentures will increase to \$86,250,000 and the net proceeds of the Offering will be \$82,050,000.
- (4) As at the date of this short form prospectus, there are 363,427,281 Common Shares outstanding.
- (5) Does not include the 18,366,450 stock options of the Corporation issued and outstanding as at the date of this short form prospectus, having a weighted average exercise price of \$1.93 per Common Share.
- (6) Does not include the Common Shares potentially issuable pursuant to restricted share units and deferred share units issued and outstanding at the date of this short form prospectus under the Corporation’s equity incentive plan.
- (7) For particulars of the rights, privileges, restrictions and conditions attached to the Common Shares, see “*Description of Share Capital*”. For particulars of the issuances of Common Shares within the preceding 12 months, see “*Prior Sales*”.

EARNINGS COVERAGE RATIOS

Earnings coverage is equal to income before interest expense and income taxes divided by interest expense. The earnings coverage ratios set forth below for the 12 months ended December 31, 2019 and for the 12 months ended March 31, 2020 have been prepared in accordance with Canadian disclosure requirements, using financial information that was prepared in accordance with IFRS. In addition, set out below are: (a) the earnings coverage ratios calculated under applicable Canadian securities law disclosure requirements as adjusted to exclude amortization and depreciation; and (b) the NOI coverage ratio, for the 12 months ended December 31, 2019 and for the 12 months ended March 31, 2020.

	For the 12 months ended Dec 31, 2019	For the 12 months ended Mar 31, 2020	For the 12 months ended Dec 31, 2019 <i>Pro Forma</i> ⁽¹⁾	For the 12 months ended Mar 31, 2020 <i>Pro Forma</i> ⁽²⁾
Denominator for Earnings Coverage Ratio – interest expense	\$42,189,684	\$45,058,439	\$44,078,878	\$46,947,633
Numerator for Earnings Coverage Ratio – earnings before interest and income tax	(\$20,190,963)	(\$19,195,704)	(\$20,190,963)	(\$19,195,704)
Earnings Coverage Ratio	(0.48)	(0.43)	(0.46)	(0.41)

	<u>For the 12 months ended Dec 31, 2019</u>	<u>For the 12 months ended Mar 31, 2020</u>	<u>For the 12 months ended Dec 31, 2019 Pro Forma⁽¹⁾</u>	<u>For the 12 months ended Mar 31, 2020 Pro Forma⁽²⁾</u>
Earnings Coverage Ratio, as adjusted to exclude depreciation and amortization	1.40 ⁽³⁾⁽⁴⁾	1.43 ⁽³⁾⁽⁵⁾	1.34 ⁽³⁾⁽⁴⁾	1.37 ⁽³⁾⁽⁵⁾
NOI Coverage Ratio	2.14 ⁽⁶⁾	2.12 ⁽⁷⁾	2.04 ⁽⁶⁾	2.04 ⁽⁷⁾

Notes:

- (1) After giving *pro forma* effect to the issuances of long-term debt and other changes in indebtedness subsequent to the respective calculation periods as if the issuances and changes had occurred at the beginning of the respective calculation periods, and all servicing costs that have been, or are expected to be, incurred in connection therewith (the “**Calculation Period Pro Forma Adjustments**”), and after giving effect to the issuance of the Debentures, as if the Debentures were issued on January 1, 2019.
- (2) After giving effect to the Calculation Period Pro Forma Adjustments, and after giving effect to the issuance of the Debentures, as if the Debentures were issued on April 1, 2019.
- (3) Presented without the earnings effect of amortization and depreciation.
- (4) Amortization and depreciation for the 12 months ended December 31, 2019 was \$79,206,355.
- (5) Amortization and depreciation for the 12 months ended March 31, 2020 was \$83,716,958.
- (6) NOI for the 12 months ended December 31, 2019 was \$90,097,941.
- (7) NOI for the 12 months ended March 31, 2020 was \$95,710,721.

The Corporation’s earnings coverage ratio for the 12-month period ended December 31, 2019 and for the 12-month period ended March 31, 2020, is less than one-to-one, due in part to depreciation and amortization. The Corporation would have required approximately \$62,380,647 of additional earnings before interest and income taxes to achieve a one-to-one earnings coverage ratio for the 12-month period ended December 31, 2019 and \$64,254,143 for the 12-month period ended March 31, 2020.

USE OF PROCEEDS

The estimated net proceeds from the Offering, after deducting the Underwriters’ Fee and estimated expenses of the Offering, will be approximately \$71,250,000, assuming no exercise of the Over-Allotment Option (approximately \$82,050,000 if the Over-Allotment Option is exercised in full).

The Corporation intends to apply the net proceeds of the Offering to repay the Toronto and Barrie Note in full and to repay \$13,836,344 of the 2019 Credit Facility, \$42,680,323 of the 2017 Credit Facility and \$12,733,334 of the 2015 Credit Facility, to free up capacity to fund potential future acquisition opportunities and for general corporate purposes. The Corporation intends to apply the net proceeds of the Over-Allotment Option, if any, to further partially repay the 2019 Credit Facility or for general corporate purposes.

The principal purposes for which the proceeds of the 2019 Credit Facility have been used in the last two years were related primarily to the Corporation’s acquisition of the Real Storage portfolio of storage assets (the “**Real Storage Acquisition**”) for a purchase price of \$275,000,000 (subject to customary adjustments) which closed on April 15, 2019. The Real Storage Acquisition was an arm’s length transaction. Real Storage was one of Canada’s largest self storage portfolios and operated 38 stores in Ontario, Alberta, British Columbia and Manitoba.

The principal purposes for which the proceeds of the 2017 Credit Facility have been used in the last two years were related primarily to the Corporation’s acquisition of all of the storage assets, property and business used in two stores located in Toronto, Ontario and Barrie, Ontario for an aggregate purchase price of \$26,200,000 which closed on September 30, 2019 (the “**Toronto and Barrie Acquisition**”). The Toronto and Barrie Note was issued to the vendor as part of the purchase price under the Toronto and Barrie Acquisition. The Toronto and Barrie Acquisition was an arm’s length transaction.

The principal purposes for which the proceeds of the 2015 Credit Facility have been used in the last two years were related primarily to fund cash to close on various acquisitions and to fund expansions.

The Corporation intends to spend the funds available as stated in this short form prospectus. However, there may be circumstances where, for sound business reasons, a reallocation of funds may be deemed prudent or necessary. See “*Risk Factors*”.

DESCRIPTION OF THE DEBENTURES

The following is a summary of the material attributes and characteristics of the Debentures and is subject to, and qualified in its entirety by, reference to the terms of that certain indenture between StorageVault and TSX Trust Company (the “**Debenture Trustee**”) to be dated on or about July 20, 2020 (the “**Indenture**”). This summary does not purport to be complete and for full particulars reference should be made to the Indenture. After execution, the Indenture will be available for inspection at the offices of StorageVault and will be filed on SEDAR at www.sedar.com. For clarity, all references to “StorageVault” or the “Corporation” in this summary are to StorageVault Canada Inc. and do not include subsidiaries thereof.

The Debentures will be issued in denominations of \$1,000 or in integral multiples thereof. The Debentures will be dated as of the Closing Date and unless previously redeemed or purchased, as described below, the Debentures will mature on January 31, 2026. The principal amount of the Debentures is payable at maturity in cash or, at StorageVault’s option and subject to satisfaction of certain conditions, by delivery of freely tradeable Common Shares or a combination of cash and freely tradeable Common Shares as further described below under “*Method of Payment*”. The Debentures will be payable at the principal corporate trust office of the Debenture Trustee.

The Debentures will bear interest from the date of issue at 5.75% per annum, which will be payable semi-annually in arrears (less any tax required by law to be deducted) on July 31 and January 31 of each year, commencing on January 31, 2021, to holders of record at the close of business on the fifth business day preceding each such date. The first interest payment will include any interest accrued from (and including) the Closing Date to (but excluding) January 31, 2021. Assuming that the Closing Date is July 20, 2020, the first interest payment, payable on January 31, 2021, will be \$30.72 per \$1,000 principal amount of Debentures. Each payment of cash interest on the Debentures will include any interest accrued for the period commencing on and including the immediately preceding Interest Payment Date (or, if none, the initial issuance date of the Debentures) through and including the day before the applicable Interest Payment Date (or redemption or purchase date, as the case may be). Any payment required to be made on any day that is not a business day will be made on the next succeeding business day. Interest for all periods shall be computed on a basis of the actual number of days in the applicable calendar year.

Rank and Subordination

The Debentures will be direct, senior, unsecured obligations of StorageVault and will rank (a) subordinate to all existing and future Senior Secured Indebtedness (as defined below) of the Corporation, (b) subordinate to all existing and future secured indebtedness of the Corporation that is not Senior Secured Indebtedness, but only to the extent of the value of the assets securing such other secured indebtedness, (c) *pari passu* with each Debenture issued under the Indenture and with all other present and future unsubordinated indebtedness of the Corporation that is not Senior Secured Indebtedness, or that is not indebtedness described in clause (b) above, including trade payables, (d) senior in right of payment to indebtedness of the Corporation that by its terms is subordinated in right of payment to the Debentures, and (e) structurally subordinated to all existing and future obligations, including indebtedness and trade payables, of the Corporation’s subsidiaries. The payment of principal and premium, if any, of, and interest on, the Debentures will be subordinated in right of payment to all Senior Secured Indebtedness of StorageVault, as provided in the Indenture. The Indenture will not restrict StorageVault or its subsidiaries from incurring additional indebtedness (including, for greater certainty, additional Senior Secured Indebtedness) or from hypothecating, mortgaging, pledging or charging its properties to secure any indebtedness or liabilities. None of StorageVault’s subsidiaries will guarantee the Debentures.

“**Senior Secured Indebtedness**” means any indebtedness (including without limitation, under guarantees, indemnities and similar instruments) of the Corporation (including, without limitation, principal, interest, fees, premiums, make whole amounts and any other amounts owing in respect of such indebtedness) that is secured by a first lien on a material portion of the assets of the Corporation, which for certainty shall include all secured indebtedness under the Corporation’s existing credit agreements and loan agreements with its lenders and derivative, swap, hedging or cash management arrangements with any lender or affiliate of any lender under those credit agreements or loan agreements.

The Indenture will provide that in the event of any insolvency or bankruptcy proceedings, or any receivership, liquidation, reorganization or other similar proceedings relative to the Corporation, or to its property or assets, or in the event of any proceedings for voluntary liquidation, dissolution or voluntary winding-up of the Corporation, whether or not involving insolvency or bankruptcy, or any marshalling of the assets and liabilities of the Corporation, then holders of Senior Secured Indebtedness will receive payment in full before the holders of Debentures will be entitled to receive any payment or distribution of any kind or character, whether in cash, property or securities, which may be payable or deliverable in any such event in respect of any of the Debentures or any unpaid interest accrued thereon. The Indenture will also provide that the Corporation will not make any payment, and the holders of the Debentures will not be entitled to demand, institute proceedings for the collection of, or receive any payment or benefit (including, without any limitation, by set off, combination of accounts or otherwise in any manner whatsoever) on account of indebtedness represented by the Debentures in a manner inconsistent with the terms (as they exist on the date of issue) of the Debentures.

The Debenture Trustee will be authorized to take such action as necessary or appropriate to effect the subordination of the Debentures to Senior Secured Indebtedness. Upon request of StorageVault, the Debenture Trustee will enter into a subordination agreement with StorageVault and the holder of the Senior Secured Indebtedness.

Optional Redemption

Except in certain circumstances upon a Change of Control as further described below under “*Change of Control*”, the Debentures will not be redeemable by the Corporation prior to the First Call Date. On or after the First Call Date and prior to January 31, 2025, the Debentures may be redeemed by the Corporation, in whole or in part from time to time, on not more than 60 days and not less than 30 days prior notice at a redemption price equal to 102.875% of the principal amount of the Debentures redeemed plus accrued and unpaid interest, if any, up to but excluding the date set for redemption. On and after January 31, 2025 and prior to the Maturity Date, the Debentures may be redeemed in whole or in part at the option of the Corporation on not more than 60 days and not less than 30 days prior notice at a price equal to their principal amount plus accrued and unpaid interest, if any, up to but excluding the date set for redemption.

In the case of redemption of less than all of the Debentures, the Debentures to be redeemed will be selected by the Debenture Trustee on a *pro rata* basis or in such other manner as the Debenture Trustee deems equitable, subject to regulatory approvals.

Change of Control

Within 30 days following the occurrence of a Change of Control, StorageVault shall be required to (a) give to the Debenture Trustee, and the Debenture Trustee shall deliver to all holders of record of Debentures, written notice as provided in the Indenture, stating among other things, the occurrence of a Change of Control, and (b) offer to purchase all of the outstanding Debentures (a “**Change of Control Purchase Offer**”) on the date (the “**Change of Control Purchase Date**”) that is up to five business days following the date on which the Change of Control Purchase Offer shall expire (which date shall not, unless otherwise required by applicable securities laws, be earlier than the close of business on the 30th day and not later than then close of business on the 60th day following the date on which the Change of Control Purchase Offer is delivered or mailed to the Debenture Trustee), at a purchase price equal to 100% of the principal amount of the Debentures plus any accrued and unpaid interest up to, but not including, the Change of Control Purchase Date (“**Change of Control Purchase Price**”). If such purchase date is after a record date but on or prior to an Interest Payment Date, however, then the interest payable on such date will be paid to the holder of record of the Debentures on the relevant record date.

If 90% or more of the aggregate principal amount of the Debentures outstanding on the date of the giving of notice of the Change of Control have been tendered to StorageVault pursuant to the Change of Control Purchase Offer, StorageVault will have the right to redeem all of the remaining Debentures at the Change of Control Purchase Price. Notice of such redemption must be given by StorageVault to the Debenture Trustee within 10 days following the expiry of the Change of Control Purchase Offer, and promptly thereafter, by the Debenture Trustee to the holders of the Debentures not tendered pursuant to the Change of Control Purchase Offer.

Further, upon the occurrence of a Change of Control prior to the First Call Date, StorageVault may redeem the Debentures, at its option and for cash only, at a cash redemption price equal to 102.875% of the principal amount of the Debentures plus an

aggregate amount equal to the interest that (a) has accrued and is unpaid to such date of redemption, and (b) would have accrued and been payable up to and including the First Call Date had the Debentures not been redeemed.

Under the Indenture, a “**Change of Control**” of StorageVault will be deemed to have occurred at such time after the original issuance of the Debentures upon: (a) the acquisition by any person, or group of persons acting jointly or in concert (within the meaning of National Instrument 62-104 – *Take-Over Bids and Issuer Bids* (“**NI 62-104**”)), of voting control or direction over more than 50% of the aggregate voting rights attached to the outstanding Common Shares; or (b) the sale, transfer or other disposition, directly or indirectly, of all or substantially all of the assets and property of StorageVault and its subsidiaries, taken as a whole, but shall not include a sale, merger, reorganization, arrangement, combination or other similar transaction if the previous holders of Common Shares hold more than 50% of the voting control or direction in such merged, reorganized, arranged, combined or other continuing entity (and in the case of a sale of all or substantially all of the assets, in the entity which has acquired such assets) immediately following the completion of such transaction. Change of Control has the same meaning in this short form prospectus.

StorageVault could, in the future, enter into certain transactions, including certain recapitalizations, that would not constitute a Change of Control for purposes of the Indenture but that could increase the amount of StorageVault’s or its subsidiaries’ outstanding indebtedness. StorageVault’s ability to purchase Debentures upon a Change of Control may be limited by the terms of its then outstanding credit agreements.

Method of Payment

On redemption or at maturity of the Debentures, StorageVault will repay the indebtedness represented by the Debentures by paying to the Debenture Trustee in lawful money of Canada the amount required to repay the principal amount of such Debentures, together with accrued and unpaid interest thereon. Subject to required regulatory approvals and provided that there is not a current Event of Default under the Indenture, StorageVault may, at its option, elect to satisfy its obligation to pay all or a portion of the principal amount of the Debentures on redemption or at maturity through, in whole or in part, the issuance of Common Shares. In such circumstances, any accrued interest and unpaid interest will be payable in cash (subject to the Share Interest Payment Election as described below). If StorageVault elects to satisfy its obligation to pay all or a portion of the principal amount of the Debentures on redemption or at maturity through, in whole or in part, the issuance of Common Shares, StorageVault intends to rely on the prospectus exemption set forth in section 2.42 of National Instrument 45-106 - *Prospectus Exemptions* for the issuance of such Common Shares.

The number of Common Shares a holder will receive in respect of each Debenture will be determined by dividing the principal amount of the Debentures that are to be redeemed or repaid at maturity, as the case may be, and that are to be paid in Common Shares by 95% of the Current Market Price which will be defined in the Indenture as, generally, the arithmetic average of the per share volume weighted average trading price of the Common Shares on the TSXV for the 20 consecutive trading days ending on the fifth trading day preceding the date fixed for redemption or maturity, as applicable. No fractional Common Shares will be issued on redemption or repayment at maturity but, in lieu thereof, StorageVault shall satisfy fractional interests by a cash payment equal to the fraction of the Common Share multiplied by the Current Market Price.

StorageVault may not satisfy its obligation to pay the principal amount of a Debenture by issuing Common Shares unless StorageVault satisfies the requirements of applicable securities laws and certain other conditions, as provided in the Indenture, prior to the Maturity Date or the redemption date, as applicable, including the following conditions:

- (a) there is not a current Event of Default under the Indenture;
- (b) the Common Shares to be issued upon redemption or repayment at maturity of the Debentures shall not be subject to any “restricted period” or “seasoning period” under National Instrument 45-102 – *Resale of Securities* (“**NI 45-102**”) other than in respect of a “control distribution” (as defined in NI 45-102) or a transaction or series of transactions incidental to a control distribution; and
- (c) the Common Shares to be issued upon redemption or repayment at maturity of the Debentures shall be listed on the TSXV or a national securities exchange or quoted in an inter-dealer quotation system of any registered national securities association.

If the conditions above are not satisfied (or waived) with respect to a holder of Debentures prior to the close of business on the business day preceding the applicable payment date, StorageVault will make the required payment entirely in cash. If StorageVault elects to satisfy any amount payable on redemption of the Debentures by issuing Common Shares, StorageVault will advise the holders of Debentures of such election in the applicable redemption notice. If StorageVault elects to satisfy any amount payable on redemption or at maturity of the Debentures by issuing Common Shares, StorageVault will provide notice of such election to the holders of Debentures not more than 60 days and not less than 30 days before the applicable payment date.

StorageVault may not change the form of components or percentages of consideration to be paid for the Debentures once it has given the notice that it is required to give to holders of Debentures, except as described in the preceding paragraph. When StorageVault determines the actual number of Common Shares in accordance with the foregoing procedures, it will issue a press release on a national newswire.

As the Current Market Price will be determined prior to the applicable payment date, holders of the Debentures will bear the market risk with respect to the value of the Common Shares to be received from the date such price is determined to such payment date.

StorageVault shall not, directly or indirectly (through a subsidiary or otherwise) undertake or announce any rights offering, issuance of securities, subdivision of the Common Shares, dividend or other distribution on the Common Shares or any other securities, capital reorganization, reclassification or any similar type of transaction in which:

- (a) the number of securities to be issued;
- (b) the price at which securities are to be issued, converted or exchanged; or
- (c) any property or cash that is to be distributed or allocated,

is in whole or in part based upon, determined in reference to, related to or a function of, directly or indirectly, (a) the exercise or potential exercise of the payment of the principal amount of the Debentures in Common Shares, or (b) the Current Market Price determined in connection with the exercise or potential exercise of the payment of the principal amount of the Debentures in Common Shares.

The Debentures will not be convertible into Common Shares at the option of the holders of the Debentures at any time.

Interest Payment Option

StorageVault may elect by notice (the “**Share Interest Payment Notice**”), from time to time (including at the time of redemption or maturity) and subject to regulatory approval, provided that there is not a current Event of Default under the Indenture, to satisfy any obligation to pay interest on the Debentures (the “**Interest Obligation**”), by delivering a sufficient number of Common Shares to the Debenture Trustee to satisfy all or any part of the Interest Obligation in accordance with the Indenture (the “**Share Interest Payment Election**”) or a combination of the foregoing and cash. The Indenture will provide that, upon such election, the Debenture Trustee shall: (a) accept delivery of the Common Shares from StorageVault; (b) settle the sale of such Common Shares on behalf of StorageVault, as StorageVault shall direct in its absolute discretion through the investment banks, brokers or dealers identified by StorageVault in the Share Interest Payment Notice at the price identified therein; (c) invest the proceeds of such sales on the direction of StorageVault in permitted short-term Canadian government obligations which mature prior to an applicable Interest Payment Date; (d) use such proceeds, together with proceeds from the sale of Common Shares not invested as aforesaid, to pay the Interest Obligation in respect of which the Share Interest Payment Election was made; (e) deliver proceeds to holders of Debentures to satisfy all or a portion of StorageVault’s Interest Obligations, as directed by StorageVault in the Share Interest Payment Notice; and (f) perform any other action necessarily incidental thereto as directed by StorageVault in its absolute discretion with the consent of the Debenture Trustee.

The Indenture will set forth the procedures to be followed by StorageVault and the Debenture Trustee in order to effect the Share Interest Payment Election.

Neither StorageVault's making of the Share Interest Payment Election nor the consummation of sales of Common Shares will: (a) result in the holders of the Debentures not being entitled to receive on the applicable Interest Payment Date cash in an aggregate amount equal to the interest payable on such Interest Payment Date; or (b) entitle such holders to receive any Common Shares in satisfaction of the Interest Obligation.

Purchase for Cancellation

StorageVault may, to the extent permitted by applicable law, at any time purchase the Debentures in the open market or by tender at any price or by private agreement. Any Debenture purchased by StorageVault will be surrendered to the Debenture Trustee for cancellation. Any Debentures surrendered to the Debenture Trustee may not be reissued or resold and will be cancelled promptly.

Events of Default

The Indenture will provide that an event of default ("**Event of Default**") in respect of the Debentures will occur if any one or more of the following described events has occurred and is continuing: (a) failure to pay principal or premium (whether by payment of cash or delivery of Common Shares), if any, on the Debentures when due whether at maturity, upon redemption, on a Change of Control, by declaration or otherwise; (b) failure to pay interest on the Debentures when due and payable, which default continues for 15 days; (c) a default in the observance of the covenant of the Corporation relating to maintaining listing of the Common Shares and Debentures on the TSXV or, if its securities are listed on the Toronto Stock Exchange, the Toronto Stock Exchange, and to maintaining the Corporation's status as a "reporting issuer", which default continues for 10 business days; (d) default in the observance or performance of any covenant of the Indenture by StorageVault and the failure to cure (or obtain a waiver for) such default for a period of 30 days after notice in writing has been given by the Debenture Trustee or from holders of not less than 25% of the aggregate principal amount of the Debentures to StorageVault specifying such default and requiring StorageVault to rectify or obtain a waiver for same; (e) the failure of the Corporation to (i) make a Change of Control Purchase Offer within 30 days of the occurrence of a Change of Control, or (ii) take up and pay for, within the time period set out in the Indenture, any Debentures then outstanding and tendered by any Debenture holders in acceptance of the Change of Control Purchase Offer; (f) a decree or order of a Court having jurisdiction is entered adjudging the Corporation bankrupt or insolvent under the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") or any other bankruptcy, insolvency or analogous laws, or issuing sequestration or process of execution against, or against any substantial part of, the property of the Corporation, or appointing a receiver of, or of any substantial part of, the property of the Corporation or ordering the winding-up or liquidation of its affairs, and any such decree or order continues unstayed and in effect for a period of 60 days; (g) the Corporation institutes proceedings to be adjudicated bankrupt or insolvent, or consents to the institution of bankruptcy or insolvency proceedings against it under the BIA or any other bankruptcy, insolvency or analogous laws, or consents to the filing of any such petition or to the appointment of a receiver of, or of any substantial part of, the property of the Corporation or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due; (h) any substantial part of the property of the Corporation shall be sequestered or attached and shall not be returned to the possession of the Corporation or released from such attachment, as the case may be, whether by filing of a bond, or stay or otherwise, within 60 consecutive days thereafter; (i) a resolution is passed for the winding-up or liquidation of the Corporation except in the course of carrying out or pursuant to a transaction in respect of which the conditions described in "*Consolidation, Mergers or Sale of Assets*" are duly observed and performed; (j) after the date of the Indenture, any proceedings with respect to the Corporation are taken with respect to a compromise or arrangement, with respect to creditors of the Corporation generally, under the applicable legislation of any jurisdiction; (k) default in the delivery, when due, of any Common Shares, which default continues for 15 days; and (l) if an event of default occurs and is continuing under any indenture, agreement or other instrument evidencing or governing indebtedness that is subordinated or *pari passu* to the Debentures and as a result of such event of default (i) indebtedness thereunder having an outstanding principal amount in excess of \$25,000,000 (or the equivalent amount in any other currency) has become due and payable before the date it would otherwise have been due and payable, and (ii) the holders of such indebtedness are entitled to commence, and have commenced, the enforcement of security they hold for such indebtedness (if any) or the exercise of any other creditors' remedies to collect such indebtedness.

If an Event of Default has occurred and is continuing, the Debenture Trustee may, in its discretion, and shall upon request of holders of not less than 25% of the principal amount of Debentures then outstanding, declare the principal of and interest on all outstanding Debentures to be immediately due and payable. In the case of certain events of bankruptcy or insolvency, the principal amount of the Debentures, together with any accrued and unpaid interest through the occurrence of such event, shall

automatically become due and payable. In certain cases, the holders of more than 50% of the principal amount of the Debentures then outstanding may, on behalf of the holders of all Debentures, waive any Event of Default and/or cancel any such declaration upon such terms and conditions as such holders shall prescribe.

The Indenture will not prohibit or limit the ability of StorageVault to pay dividends, except where an Event of Default has occurred and such default has not been cured or waived.

Consolidation, Mergers or Sales of Assets

The Indenture will provide that StorageVault may not, without the consent of the holders of the Debentures, consolidate or amalgamate with or merge into any person (other than a direct or indirect wholly-owned subsidiary of StorageVault) or sell, convey, transfer or lease (excluding any form of sale and leaseback transaction that provides for the sale or transfer of real property that is then rented or leased back to the Corporation or a subsidiary) all or substantially all of StorageVault's properties and assets to another person (other than a direct or indirect wholly-owned subsidiary of StorageVault) unless:

- (a) the successor (if other than StorageVault) assumes all the obligations of StorageVault under the Indenture in respect of the Debentures;
- (b) no condition or event shall exist as to the Corporation (at the time of such transaction) or the successor (immediately after such transaction) and after giving full effect thereto or immediately after the successor shall become liable to pay the principal monies, premium, if any, interest and other monies due or which may become due under the Indenture, which constitutes or would constitute an Event of Default under the Indenture; and
- (c) other conditions described in the Indenture are met.

Upon the assumption of StorageVault's obligations by such corporation in such circumstances, subject to certain exceptions, StorageVault shall be discharged from all obligations under the Debentures and the Indenture. Although such transactions are permitted under the Indenture, certain of the foregoing transactions occurring could constitute a Change of Control of StorageVault, which would require StorageVault to offer to purchase the Debentures as described above.

An assumption of StorageVault's obligations under the Debentures and the Indenture by such corporation might be deemed for Canadian federal income tax purposes to be an exchange of the Debentures for new debentures by the holders thereof, resulting in recognition of gain or loss for such purposes and possibly other adverse tax consequences to the holders. Holders should consult their own tax advisors regarding the tax consequences of such an assumption.

Non-Financial Covenants

The Indenture will contain covenants of StorageVault to: (a) pay principal, premium (if any) and interest; (b) pay the Debenture Trustee's remuneration; (c) notify the Debenture Trustee immediately upon obtaining knowledge of any Event of Default that is continuing; (d) subject to the express provisions of the Indenture, carry on and conduct its activities, and cause its subsidiaries to carry on and conduct their businesses, in a business-like manner and in accordance with good business practices, and, subject to the provisions of the Indenture, do or cause to be done all things necessary to preserve and keep in full force and effect its existence and rights; (e) keep proper books of record and account; (f) deliver to the Debenture Trustee, within 120 days of each year end, an officer's certificate as to StorageVault's compliance with all conditions and covenants in the Indenture; (g) if StorageVault fails to perform any of its covenants contained in the Indenture, the Debenture Trustee may notify the Debenture holders of such failure on the part of StorageVault or may itself perform any of the covenants capable of being performed by it; (h) use reasonable commercial efforts to maintain the listing of the Common Shares and the Debentures on the TSXV, or, if its securities are listed on the Toronto Stock Exchange, the Toronto Stock Exchange, and to maintain StorageVault's status as a "reporting issuer" not in default of the requirements of applicable securities legislation (provided that the foregoing shall not prevent or restrict the Corporation from carrying out a transaction described above under "*Consolidation, Mergers or Sales of Assets*" so long as such transaction is carried out in accordance with the Indenture, even if as a result of such transaction the Corporation ceases to be a "reporting issuer" or the Common Shares or Debentures cease to be listed on the TSXV or any other stock exchange); and (i) not declare or pay any dividend to the holders of its

issued and outstanding Common Shares after the occurrence of an Event of Default unless and until such Event of Default shall have been cured or waived or shall have ceased to exist.

Withholding Taxes

StorageVault will make payments on account of the Debentures without withholding or deducting on account of any present or future tax, duty, levy, impost, assessment or other governmental charge (including, without limitation, penalties, interest and other liabilities related thereto) imposed or levied by or on behalf of any government authority having the power to tax (“**Withholding Taxes**”), unless StorageVault is required by law or the interpretation or administration thereof, to withhold or deduct Withholding Taxes. For greater certainty, should StorageVault be required by law or the interpretation or administration thereof to withhold or deduct an amount on account of Withholding Taxes in respect of any payment made with Common Shares, StorageVault shall be entitled to withhold and immediately liquidate such number of Common Shares necessary in order to meet its withholding and remittance obligations.

Modifications of the Indenture

The rights of the holders of the Debentures, as well as any other series of debentures that may be issued under the Indenture, may be modified in accordance with the terms of the Indenture. For that purpose, among others, the Indenture will contain certain provisions which will make binding on all Debenture holders resolutions passed at meetings of the holders of Debentures by votes cast thereat by holders of not less than 66⅔% of the principal amount of the Debentures present at the meeting or represented by proxy, or rendered by instruments in writing signed by the holders of not less than 66⅔% of the principal amount of the Debentures then outstanding. In certain cases, the modification will, instead or in addition, require assent by the holders of the required percentage of Debentures of each particularly affected series.

Offers for Debentures

The Indenture will contain provisions to the effect that if an offer is made for the Debentures which is a take-over bid for Debentures within the meaning of NI 62-104 and not less than 90% of the Debentures (other than Debentures held at the date of the take-over bid by or on behalf of the offeror or associates or affiliates of the offeror) are taken up and paid for by the offeror, the offeror will be entitled to acquire the Debentures held by the holders of Debentures who did not accept the offer on the terms offered by the offeror.

Discharge of the Indenture

The Corporation may satisfy and discharge the Corporation’s obligations under the Indenture in certain circumstances, including by delivering to the Debenture Trustee for cancellation all outstanding Debentures or by depositing with the Debenture Trustee after the Debentures have become due and payable, whether at stated maturity or any redemption date or a Change of Control Purchase Date, cash or Common Shares (as applicable under the terms of the Indenture) sufficient to pay all of the outstanding Debentures and paying all other sums payable under the Indenture.

Calculations in Respect of Debentures

The Corporation is responsible for making all calculations called for in respect of the Debentures. These calculations include, but are not limited to, determination of the Current Market Price. The Corporation will make all these calculations in good faith and, absent manifest error, the Corporation’s calculations are final and binding on holders of Debentures and the Debenture Trustee. The Corporation will provide a schedule of its calculations to the Debenture Trustee, and the Debenture Trustee is entitled to conclusively rely upon the accuracy of the Corporation’s calculations without independent verification.

No Personal Liability of Board, Officers, Employees, Subsidiaries, Incorporators and Shareholders

No past, present or future director, officer or employee of StorageVault or any of its subsidiaries, or shareholder of StorageVault or any successor, as such, shall have any liability for any of the obligations of StorageVault under the Debentures or the Indenture or for the payment of the principal of or premium or interest on the Debentures or any covenant, agreement, representation or warranty of the Corporation contained in the Indenture or the Debentures. Each holder of

Debentures by accepting a Debenture waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Debentures.

Governing Law

The Indenture and the Debentures will be governed by and construed in accordance with the laws of the Province of Ontario.

Book-Based System for Debentures

The Debentures will be issued in “book-entry only” form and will be represented by a global debenture certificate (a “**Global Debenture**”).

On the Closing Date (i) the Debentures will be issued and deposited in electronic form with CDS or its nominee pursuant to the book-based system administrated by CDS; (ii) certificates evidencing the Debentures will not be issued to purchasers; and (iii) purchasers will receive only a customer confirmation from the Underwriter or other registered dealer who is a Participant and from or through whom a beneficial interest in the Debentures is purchased.

Except as described below, a purchaser acquiring a beneficial interest in the Debentures (a “**Beneficial Owner**”) will not be entitled to a certificate or other instrument from the Debenture Trustee or CDS evidencing that purchaser’s interest therein, and such purchaser will not be shown on the records maintained by CDS, except through a Participant. Such purchaser will receive a confirmation of purchase from the Underwriter or other registered dealer from whom Debentures are purchased.

Neither the Corporation nor the Underwriters will assume any liability for: (a) any aspect of the records relating to the beneficial ownership of the Debentures held by CDS or the payments relating thereto; (b) maintaining, supervising or reviewing any records relating to the Debentures; or (c) any advice or representation made by or with respect to CDS and contained in this short form prospectus and relating to the rules governing CDS or any action to be taken by CDS or at the direction of its Participants. The rules governing CDS provide that it acts as the agent and depositary for the Participants. As a result, Participants must look solely to CDS and Beneficial Owners must look solely to Participants for the payment of the principal and interest on the Debentures paid by or on behalf of the Corporation to CDS.

As indirect holders of Debentures, investors should be aware that they (subject to the situations described below): (a) may not be able to sell the Debentures to institutions required by law to hold physical certificates for securities they own; and (b) may be unable to pledge Debentures as security.

The Debentures will be issued to Beneficial Owners in fully registered form (the “**Debenture Certificates**”) only if: (a) required to do so by applicable law; (b) the book-entry only system ceases to exist; (c) the Corporation or CDS advises the Debenture Trustee that CDS is no longer willing or able to properly discharge its responsibilities as depositary with respect to the Debentures and the Corporation is unable to locate a qualified successor; (d) the Corporation, at its option, decides to terminate the book-entry only system through CDS; or (e) after the occurrence of an Event of Default, provided that Participants acting on behalf of Beneficial Owners representing, in the aggregate, more than 25% of the aggregate principal amount of the Debentures then outstanding advise CDS in writing that the continuation of a book-entry only system through CDS is no longer in their best interest, and provided further that the Debenture Trustee has not waived the Event of Default in accordance with the terms of the Indenture.

Upon the occurrence of any of the events described in the immediately preceding paragraph, the Debenture Trustee must notify CDS, for and on behalf of Participants and Beneficial Owners, of the availability through CDS of Debenture Certificates. Upon surrender by CDS of the global certificates representing the Debentures and receipt of instructions from CDS for the new registrations, the Debenture Trustee will deliver the Debentures in the form of Debenture Certificates and thereafter the Corporation will recognize the holders of such Debenture Certificates as registered holders of Debentures under the Indenture.

Transfer and Exchange of Debentures

Transfers of beneficial ownership in Debentures represented by Global Debentures will be effected through records maintained by CDS for such Global Debentures or its nominees (with respect to interests of Participants) and on the records of participants (with respect to interests of persons other than Participants). Unless the Corporation elects in its sole discretion to prepare and deliver Debenture Certificates, beneficial owners who are not Participants in CDS' book-entry system, but who desire to purchase, sell or otherwise transfer ownership of or other interest in Global Debentures may do so only through Participants in CDS' book-entry system.

The ability of a beneficial owner of an interest in a Debenture represented by a Global Debenture to pledge the Debenture, or otherwise take action with respect to such owner's interest in a Debenture represented by a Global Debenture (other than through a Participant), may be limited due to the lack of a physical certificate.

Registered holders of Debenture Certificates, if issued, may transfer such Debentures upon payment of taxes or other charges incidental thereto, if any, by executing and delivering a form of transfer together with the Debenture Certificates to the Debenture Trustee for the Debentures at its principal office in Toronto, or such other city or cities as may from time to time be designated by the Corporation whereupon new Debenture Certificates will be issued in authorized denominations in the same aggregate principal amount as the Debenture Certificates so transferred, registered in the names of the transferees. Neither the Corporation nor the Debenture Trustee nor any registrar shall be required to: (a) make transfers or exchanges of any Debentures on any Interest Payment Date for such Debentures or during the five preceding business days; (b) make transfers or exchanges of any Debentures on the day of any selection by the Debenture Trustee of Debentures to be redeemed or during the 15 preceding business days; or (c) make exchanges of any Debentures which will have been selected or called for redemption unless upon due presentation thereof for redemption such Debentures shall not be redeemed.

Payments

Payments of interest and principal on each Global Debenture will be made to CDS or its nominee, as the case may be, as the registered holder of the Global Debenture, so long as the book-entry only system is in effect. As long as CDS or its nominee is the registered owner of a Global Debenture, CDS or its nominee, as the case may be, will be considered the sole legal owner of the Global Debenture for the purposes of receiving payments of interest and principal on the Debentures and for all other purposes under the Indenture and the Debentures. The record dates for the payment of interest on the Debentures will be five business days prior to the applicable Interest Payment Date. Interest payments on Global Debentures will be made by electronic funds transfer, wire transfer or certified cheque on the day interest is payable and delivered to CDS or its nominee, as the case may be.

The Corporation understands that CDS or its nominee, upon receipt of any payment of interest or principal in respect of a Global Debenture, will credit Participants' accounts, on the date interest or principal is payable, with payments in amounts proportionate to their respective beneficial interest in the principal amount of such Global Debenture as shown on the records of CDS or its nominee. The Corporation also understands that payments of interest and principal by Participants to the owners of beneficial interest in such Global Debenture held through such Participants will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participants. The Corporation's responsibility and liability in respect of payments on Debentures represented by the Global Debentures is limited solely and exclusively, while the Debentures are registered in global form, to making payment of any interest and principal due on such Global Debenture to CDS or its nominee. If Debenture Certificates are issued instead of or in place of a Global Debenture, payments of interest on each Debenture Certificate will be made by the Corporation or by the Debenture Trustee as paying agent for the Corporation. Payment of principal at maturity will be made at the principal office of the Debenture Trustee in Toronto (or in such other city or cities as may from time to time be designated by the Corporation) against surrender of the Debenture Certificates, if any, or the Global Debenture.

DESCRIPTION OF SHARE CAPITAL

Authorized Shares

The Corporation is authorized to issue an unlimited number of Common Shares, an unlimited number of preferred shares (“**Preferred Shares**”), issuable in series, and an unlimited number of Series 1 Preferred Shares, of which, as at the date hereof, 363,427,281 Common Shares are issued and outstanding as fully paid and non-assessable. As of December 31, 2019, 362,805,055 Common Shares were issued and outstanding. As at the date hereof and as of December 31, 2019, no Preferred Shares and no Series 1 Preferred Shares are, or were, issued or outstanding.

Common Shares

The holders of Common Shares are entitled, subject to the rights, privileges, restrictions and conditions attached to any Preferred Share, to dividends if, as and when declared by the directors, to one vote per share at meetings of the holders of Common Shares and, subject to the rights, privileges, restrictions and conditions attached to any Preferred Share, upon liquidation, to receive such assets of the Corporation as are distributable to the holders of the Common Shares.

Preferred Shares

The Corporation is also authorized to issue an unlimited number of Preferred Shares. The Preferred Shares may be issued in one or more series, and the directors are authorized to fix the number of shares in each series, and to determine the designation, rights, privileges, restrictions and conditions attached to the shares of each series. The Preferred Shares are entitled to a priority over the Common Shares with respect to the payment of dividends and the distribution of assets upon the liquidation of the Corporation.

Dividend Policy

On April 18, 2016, the Board implemented a dividend policy (the “**Dividend Policy**”). Pursuant to the Dividend Policy, the record date for dividends is anticipated to be set as the last business day of March, June, September and December in each year and the payment date in each case is anticipated to be approximately two weeks from the record date. On May 15, 2020, the Corporation announced that it would increase its quarterly dividend for Q2 2020 by 0.5% to \$0.002680 per Common Share. For information respecting historical dividend payments to StorageVault shareholders, see “Dividends” in the AIF. The declaration and payment of future dividends and the amount of any such dividends will be subject to the determination of the Board, in its discretion, taking into account, among other things, business performance, financial condition, growth plans and expected capital requirements, statutory solvency tests, as well as any contractual restrictions on such dividends, including any agreements entered into with lenders to the Corporation. There can be no assurance that future dividends will be paid at the intended rate.

PLAN OF DISTRIBUTION

Pursuant to the Underwriting Agreement, the Corporation has agreed to sell and the Underwriters have severally agreed to purchase on the Closing Date subject to the terms and conditions contained therein \$75,000,000 aggregate principal amount of Debentures at a price of \$1,000 per Debenture. In connection with the Offering, the Corporation has agreed to pay the Underwriters a fee of \$40 per Debenture issued by the Corporation for aggregate consideration of \$3,000,000 (\$3,450,000 if the Over-Allotment Option is exercised in full). The Corporation has also agreed in the Underwriting Agreement to reimburse the Underwriters for their legal fees and certain other expenses in connection with the Offering.

In addition, the Corporation has granted to the Underwriters an option, exercisable in whole or in part, at any time until 30 days following the Closing Date, to purchase up to an additional \$11,250,000 aggregate principal amount of Debentures at the Issue Price, on the same terms and conditions as the Offering, for the purposes of covering over-allotments, if any, and for market stabilization purposes. A purchaser who acquires Debentures forming part of the Underwriters’ over-allocation position acquires those Debentures under this short form prospectus, regardless of whether the Underwriters’ over-allocation position is ultimately filled through the exercise of the Over-Allotment Option or secondary market purchases. If the Over-Allotment Option is exercised in full, the total Offering, Underwriters’ Fee and net proceeds to the Corporation (before

deducting expenses of the Offering) will be \$86,250,000, \$3,450,000 and \$82,800,000, respectively. This short form prospectus also qualifies for distribution the grant of the Over-Allotment Option and the issuance of the Debentures pursuant to the exercise of the Over-Allotment Option.

The obligations of the Underwriters under the Underwriting Agreement are several and not joint nor joint and several and may be terminated at their discretion upon the occurrence of certain stated events. Such events include, but are not limited to: (i) (a) there should develop, occur or come into effect or existence, (A) any event, action, state or condition (including without limitation acts of war or of terrorism), or (B) any major event in the financial markets, in the case of either (A) or (B) of national or international consequence including, without limitation, by way of the COVID-19 pandemic (but only to the extent there are material adverse developments related thereto on or after June 29, 2020), or (b) any law or regulation is adopted or enacted, which, in the cases of either (A) or (B), in the opinion of such Underwriter, acting reasonably and in good faith, materially adversely affects, or could reasonably be expected to materially adversely affect, the financial markets or the business, operations or affairs of the Corporation and the Corporation's subsidiaries, taken as a whole; (ii) there shall occur any material change in the business, affairs, operations, assets, financial condition, liabilities or capital of the Corporation and the Corporation's subsidiaries, taken as a whole, or there should be discovered any previously undisclosed material fact or new material fact or change in a material fact (other than a material fact relating solely to the Underwriters) which, in the opinion of such Underwriter, acting reasonably, and in good faith, materially adversely affects or could reasonably be expected to materially adversely affect the market price or value of the Debentures or the Common Shares; or (iii) there shall occur any change in applicable securities laws, or if any enquiry, action, suit, investigation or other proceeding in relation to the Corporation or the Offering is announced, instituted or threatened or any order is issued under or pursuant to any laws or regulations of Canada or of any province of Canada or by the TSXV or by any other regulatory or governmental authority (except for any such order based upon the activities or the alleged activities of the Underwriters and not of the Corporation) which, in the opinion of such Underwriter, acting reasonably and in good faith, operates to prevent or restrict the trading of the Debentures or the Common Shares or distribution of the Debentures, or materially adversely affects or could reasonably be expected to materially adversely affect the market price or value of the Debentures or Common Shares.

Subscriptions for Debentures will be received subject to rejection or allotment in whole or in part and the right is reserved to close the subscription books at any time without notice. It is expected that closing will occur on or about July 20, 2020 or such other date as the Corporation and the Underwriters may agree, but in any event, not later than August 5, 2020.

The Underwriters propose to offer the Debentures initially at the Issue Price specified on the cover page of this short form prospectus. After a reasonable effort has been made to sell all of the Debentures at such Issue Price, the Issue Price may be decreased and may be further changed from time to time to an amount not greater than that set out on the cover page, and the compensation realized by the Underwriters will be decreased by the amount that the aggregate price paid by purchasers for the Debentures is less than the price paid by the Underwriters to the Corporation. Notwithstanding any reduction by the Underwriters in the Issue Price specified on the cover page, the proceeds received by the Corporation will not be affected.

The Corporation has been advised by the Underwriters that, in connection with the Offering, the Underwriters may, subject to applicable laws, effect transactions that stabilize or maintain the market price of the Common Shares and/or Debentures at levels other than those that might otherwise prevail in the open market. Such transactions, if commenced, may be discontinued at any time.

The TSXV has conditionally approved the listing of the Debentures on the TSXV under the symbol "SVI.DB". Listing is subject to the Corporation fulfilling all of the listing requirements of the TSXV. The Debentures are not currently listed on the TSXV or any other exchange. There is no market through which the securities may be sold and purchasers may not be able to resell securities purchased under this short form prospectus. This may affect the pricing of the securities in the secondary markets, the transparency and availability of trading prices, the liquidity of the securities, and the extent of issuer regulation. See "*Risk Factors*".

At the closing of this Offering, the Debentures will be represented by one or more global certificates issued in registered form to CDS or its nominee under the book-based system administered by CDS. Holders of beneficial interests in the Debentures will not have the right to receive physical certificates evidencing their ownership of Debentures. Notwithstanding the foregoing, Debentures may be issued in fully registered and certificated form as provided under "*Description of the Debentures – Book-Based System for Debentures*".

The Corporation has agreed that, subject to certain exceptions, it shall not, directly or indirectly, issue or agree to issue any equity or debt securities of the Corporation or any securities convertible or exchangeable into equity or debt securities of the Corporation, including without limitation Common Shares, additional Debentures or traditional convertible debentures, until 90 days after the date of closing of the Offering without the prior written consent of the Lead Underwriters, on behalf of the Underwriters, which consent shall not be unreasonably withheld or delayed.

Neither the Debentures nor the Common Shares issuable upon the redemption or maturity of the Debentures, if any (collectively, the “**Subject Securities**”), have been or will be registered under the U.S. Securities Act or the securities laws of any state of the United States. Accordingly, the Debentures may not be offered, sold or delivered, directly or indirectly, within the United States, except in accordance with the Underwriting Agreement and in transactions exempt from registration under the U.S. Securities Act and applicable U.S. state securities laws. The Underwriting Agreement permits the Underwriters to offer and sell the Debentures outside the United States in compliance with Regulation S under the U.S. Securities Act. The Underwriting Agreement also permits the Underwriters to offer and re-sell the Debentures that they acquire under the Underwriting Agreement through their U.S. registered broker-dealer affiliates to “qualified institutional buyers” (as such term is defined in Rule 144A under the U.S. Securities Act (“**Rule 144A**”)) in the United States in accordance with Rule 144A and similar exemptions from registration under applicable U.S. state securities laws. This short form prospectus does not constitute an offer to sell or a solicitation of an offer to buy any of the Debentures within the United States.

In addition, until 40 days after the commencement of this Offering, any offer or sale of the Subject Securities in the United States by any dealer (whether or not participating in this Offering) may violate the registration requirements of the U.S. Securities Act if such offer or sale is made otherwise than in accordance with an exemption from the registration requirements of the U.S. Securities Act. The Debentures will be “restricted securities” within the meaning of Rule 144A.

RELATIONSHIP BETWEEN THE CORPORATION AND CERTAIN UNDERWRITERS

Scotia Capital Inc., TD Securities Inc., BMO Nesbitt Burns Inc., CIBC World Markets Inc., RBC Dominion Securities Inc., and Raymond James Ltd. are each affiliates of financial institutions, respectively, that are lenders to StorageVault, along with other lenders, and affiliates of Scotia Capital Inc., TD Securities Inc., BMO Nesbitt Burns Inc., CIBC World Markets Inc. and Raymond James Ltd. will each have a portion of their indebtedness repaid with a portion of the proceeds of the Offering. Consequently, the Corporation may be considered a connected issuer of Scotia Capital Inc., TD Securities Inc., BMO Nesbitt Burns Inc., CIBC World Markets Inc., RBC Dominion Securities Inc. and Raymond James Ltd. for the purposes of the securities regulations of certain Canadian provinces.

As at March 31, 2020, approximately \$379,614,387 of indebtedness was outstanding under the Corporation’s lines of credit and promissory notes, of which approximately \$69,250,000 (\$80,050,000 assuming the Over-Allotment Option is exercised in full) under the 2019 Credit Facility, the 2017 Credit Facility and the 2015 Credit Facility is expected to be repaid with the net proceeds of the Offering, which amount will then be available to be redrawn for potential future acquisition opportunities and general corporate purposes (see “*Use of Proceeds*” and “*Risks Factors – Use of Proceeds of the Offering*”). StorageVault is in compliance in all material respects with the terms and conditions of the 2019 Credit Facility, the 2017 Credit Facility and the 2015 Credit Facility and no breach of the agreements establishing the 2019 Credit Facility, the 2017 Credit Facility or the 2015 Credit Facility has been waived by the lenders thereto, nor has there been any material change in the financial position of StorageVault since the establishment of the 2019 Credit Facility, the 2017 Credit Facility or the 2015 Credit Facility. The 2019 Credit Facility, the 2017 Credit Facility and the 2015 Credit Facility are secured by typical security for indebtedness for such credit facilities including, without limitation, demand debentures, charges/mortgages, deeds of hypothec, site specific general security agreements over certain assets of StorageVault, general assignments of leases and rents, assignments of insurance, environmental indemnities and share pledge agreements and stock transfer powers of attorney in respect of certain of the Corporation’s subsidiaries. The decision by the Underwriters to purchase the Debentures was made independently of their affiliated lenders, and those lenders had no influence as to the determination of the terms of the distribution of the Debentures. The Issue Price of the Debentures and the other terms and conditions of the Offering were established through negotiations between the Corporation and the Lead Underwriters, without involvement of the Underwriters’ affiliated lenders.

As a consequence of the Offering, each of Scotia Capital Inc., TD Securities Inc., BMO Nesbitt Burns Inc., CIBC World Markets Inc. and Raymond James Ltd. will receive its respective portion of the Underwriters’ Fee payable by the Corporation, and it is expected that their affiliated lenders will receive a portion of the proceeds from the Offering from StorageVault as a

partial repayment of outstanding indebtedness under the 2019 Credit Facility, the 2017 Credit Facility and the 2015 Credit Facility. See “*Use of Proceeds*”.

In the ordinary course of their various business activities, the Underwriters and certain of their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for its own account and for the accounts of its customers, and such investment and securities activities may involve securities of the Corporation or its affiliates, including the Common Shares. If the Underwriters or their affiliates have a lending relationship with the Corporation, they routinely hedge their credit exposure to the Corporation consistent with their customary risk management policies. The Underwriters and their affiliates may hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in the securities of the Corporation or its affiliates, including the Common Shares. Any such short positions could adversely affect future trading prices of the Common Shares. The Underwriters and certain of their affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of the Common Shares and may at any time hold, or recommend to clients that it acquires, long and/or short positions in the Common Shares. In addition, certain of the Underwriters and their respective affiliates may have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for the Corporation, for which they received or will receive customary fees.

PRIOR SALES

The following table summarizes the issuances of Common Shares or securities convertible into Common Shares for the 12 month period prior to the date hereof.

Description of Security	Date Issued	Number of Securities Issued	Issuance/Exercise Price Per Security
Common Shares ⁽¹⁾	July 15, 2019	124,565	\$2.78
Common Shares ⁽¹⁾	October 15, 2019	117,827	\$3.19
Common Shares ⁽²⁾	December 19, 2019	50,000	\$2.90
Deferred Share Unit ⁽³⁾	December 20, 2019	48,932	N/A
Restricted Share Unit ⁽³⁾	December 20, 2019	192,048	N/A
Common Shares ⁽¹⁾	January 15, 2020	105,528	\$3.76
Common Shares ⁽²⁾	March 13, 2020	1,000	\$2.90
Common Shares ⁽²⁾	March 24, 2020	75,000	\$0.41
Common Shares ⁽¹⁾	April 15, 2020	126,508	\$2.79
Common Shares ⁽⁴⁾	April 15, 2020	1,240,323	\$3.10

Notes:

- (1) Issued pursuant to the DRIP.
- (2) Issued pursuant to an exercise of stock options granted pursuant to the Corporation’s stock option plan.
- (3) Issued pursuant to the Corporation’s equity incentive plan.
- (4) Issued pursuant to an asset acquisition.

TRADING PRICE AND VOLUME

Common Shares

The Common Shares are listed and posted for trading on the TSXV under the symbol “SVI”. On June 26, 2020, the last trading day prior to the public announcement of the Offering, the closing price of the Common Shares on the TSXV was \$3.12 per Common Share. On July 10, 2020, the last trading day prior to the date hereof, the closing price of the Common Shares on the TSXV was \$3.33 per Common Share. The following table sets out the price range (monthly high and low prices) of the Common Shares and consolidated volumes traded on the TSXV for the periods indicated (as reported by the TSXV).

Period	High	Low	Volume
2019			
July	\$3.00	\$2.83	1,646,209
August	\$3.30	\$2.81	6,716,297
September	\$3.47	\$3.10	4,128,616
October	\$3.49	\$3.23	3,640,832
November	\$3.81	\$3.30	5,132,506
December	\$3.87	\$3.62	5,582,868
2020			
January	\$4.00	\$3.67	1,920,672
February	\$3.84	\$3.40	5,693,088
March	\$3.79	\$1.90	6,742,766
April	\$3.22	\$2.51	2,939,098
May	\$3.52	\$2.92	2,121,877
June	\$3.49	\$3.04	1,785,255
July (1-10)	\$3.33	\$3.04	1,341,759

CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

In the opinion of DLA Piper (Canada) LLP, counsel to the Corporation, and Goodmans LLP, counsel to the Underwriters, the following is, as of the date hereof, a summary of the principal Canadian federal income tax considerations generally applicable to a holder who acquires the Debentures pursuant to this short form prospectus and who, for the purposes of the Tax Act and at all relevant times, holds the Debentures and will hold any Common Shares issued on the redemption or maturity of the Debentures as the beneficial owner thereof and as capital property, and deals at arm's length with the Corporation and each Underwriter and is not affiliated with the Corporation or any Underwriter (a "**Holder**"). Generally, the Debentures and Common Shares will be considered to be capital property to a Holder provided that the Holder does not hold the Debentures or Common Shares in the course of carrying on a business of trading or dealing in securities and has not acquired the Debentures or Common Shares in one or more transactions considered to be an adventure or concern in the nature of trade.

This summary is not applicable to a Holder (a) that is a "financial institution" (as defined in the Tax Act) for the purposes of the mark-to-market rules, (b) an interest in which would be a "tax shelter investment" (as defined in the Tax Act), (c) that is a "specified financial institution" (as defined in the Tax Act), (d) who makes or has made a functional currency reporting election pursuant to section 261 of the Tax Act, or (e) that has or will enter into a "derivative forward agreement" as defined in the Tax Act, in respect of the Debentures or Common Shares. Any such Holder should consult its own advisor with respect to an investment in the Debentures and the Common Shares.

This summary is based on the provisions of the Tax Act in force on the date hereof, all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof ("**Tax Proposals**") and counsel's understanding of the current published administrative policies and assessing practices of the Canada Revenue Agency ("**CRA**"). This summary assumes that the Tax Proposals will be enacted in the form proposed, however, no assurance can be given that the Tax Proposals will be enacted in the form proposed or at all.

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

This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular Holder and no representations with respect to the income tax consequences to any particular

Holder or a prospective Holder is made. Prospective Holders should consult their own tax advisors for advice with respect to the tax consequences to them of acquiring, holding and disposing of Debentures and Common Shares, having regard to their particular circumstances. The discussion below is qualified accordingly.

Residents of Canada

The following portion of the summary is generally applicable to a Holder who, at all relevant times, for the purposes of the Tax Act and any applicable income tax treaty or convention, is or is deemed to be, resident in Canada (a “**Resident Holder**”). Certain Resident Holders who might not otherwise be considered to hold their Debentures or Common Shares as capital property may, in certain circumstances, be able to make an irrevocable election in accordance with subsection 39(4) of the Tax Act to treat the Debentures and the Common Shares and every other “Canadian security” owned by such Holders in the taxation year of the election and any subsequent taxation year as capital property. Resident Holders considering making this election should consult their own tax advisors.

Taxation of Interest on Debentures

A Resident Holder that is a corporation, partnership, unit trust or trust of which a corporation or partnership is a beneficiary will be required to include in computing its income for a taxation year any interest on a Debenture that accrues or is deemed to accrue to the Resident Holder to the end of that taxation year or becomes receivable or is received by the Resident Holder before the end of that taxation year, except to the extent that such interest was included in the Resident Holder’s income for a preceding taxation year.

Any other Resident Holder, including an individual (other than certain trusts), will be required to include in computing its income for a taxation year any interest on a Debenture that is received or receivable by such Resident Holder in that taxation year (depending upon the method regularly followed by the Resident Holder in computing income), except to the extent that such interest was included in the Resident Holder’s income for a preceding taxation year. In addition, if at any time a Debenture should become an “investment contract” (as defined in the Tax Act) in relation to a Resident Holder, such Resident Holder will be required to include in computing its income for a taxation year any interest that accrues or is deemed to accrue to the Resident Holder on the Debenture up to the end of any “anniversary day” (as defined in the Tax Act) in that taxation year to the extent such interest was not otherwise included in the Resident Holder’s income for that taxation year or a preceding taxation year.

Any premium paid by the Corporation to a Resident Holder as a penalty or bonus on a redemption, repurchase as a result of a Change of Control or purchase for cancellation of a Debenture before maturity, will be deemed to be received by such Resident Holder as interest on the Debenture and will be required to be included in computing the Resident Holder’s income, as described above, at the time of the redemption, repurchase as a result of a Change of Control or purchase for cancellation to the extent that such premium can reasonably be considered to relate to, and does not exceed the value at the time of the redemption, repurchase as a result of a Change of Control or purchase for cancellation, of the interest that, but for the redemption, repurchase as a result of a Change of Control or purchase for cancellation, would have been paid or payable by the Corporation on the Debenture for a taxation year ending after the redemption, repurchase as a result of a Change of Control or purchase for cancellation.

A Resident Holder that throughout the relevant taxation year is a “Canadian-controlled private corporation” (as defined in the Tax Act) may be liable to pay an additional refundable tax on its aggregate investment income, which is defined in the Tax Act to include interest.

Upon the redemption or repayment at maturity of a Debenture, interest accrued thereon to the date of redemption or repayment and that would otherwise be payable after that date will be included in computing the Resident Holder’s income, except to the extent such amount was included in computing the Resident Holder’s income for that taxation year or a preceding taxation year.

As described above under the heading “*Description of the Debentures – Interest Payment Option*”, the Corporation may elect to pay interest by issuing Common Shares to the Debenture Trustee for sale, in which event a Resident Holder would be entitled to a cash payment equal to the interest owed to the Resident Holder from the proceeds of sale of such Common

Shares by the Debenture Trustee. If the Corporation were to pay interest in this manner, the Canadian federal income tax consequences to a Resident Holder would generally be the same as those described above.

Disposition of Debentures

A disposition or deemed disposition of a Debenture by a Resident Holder, including a redemption, payment on maturity, repurchase as a result of a Change of Control or purchase for cancellation, will generally give rise to a capital gain (or capital loss) equal to the amount by which the Resident Holder's proceeds of disposition, net of any amount otherwise required to be included in the Resident Holder's income as interest, exceed (or are less than) the total of the adjusted cost base of the Debenture and any reasonable costs of disposition. Such capital gain (or capital loss) will be subject to the tax treatment described below under "*Taxation of Capital Gains and Capital Losses*".

If the Corporation pays any amount upon the redemption, purchase or maturity of a Debenture by issuing Common Shares (or Common Shares and cash delivered in lieu of a fraction of a Common Share) to the Resident Holder, the Resident Holder's proceeds of disposition will be equal to the fair market value of the Common Shares so received and any other consideration so received (including any cash received in lieu of a fraction of a Common Share) which may result in a capital gain or capital loss. The cost to a Resident Holder of Common Shares so received will be equal to the fair market value of such Common Shares. Generally, the adjusted cost base to the Resident Holder of Common Shares so received will be determined by averaging the cost of such Common Shares with the adjusted cost base of all other Common Shares held at that time by such Resident Holder as capital property.

Upon such a disposition or deemed disposition of a Debenture, interest accrued thereon to the date of disposition will generally be included in computing the Resident Holder's income as described above under the heading "*Taxation of Interest on Debentures*" and will generally be excluded in computing the Resident Holder's proceeds of disposition of the Debenture.

Dividends on Common Shares

A Resident Holder will be required to include in computing its income for a taxation year, any taxable dividends received or deemed to be received on such Resident Holder's Common Shares. In the case of a Resident Holder who is an individual (other than certain trusts), such taxable dividends will be subject to the gross-up and dividend tax credit rules normally applicable to taxable dividends received from taxable Canadian corporations under the Tax Act. Taxable dividends received or deemed to be received from a taxable Canadian corporation which are designated by such corporation as "eligible dividends" will be subject to an enhanced gross-up and dividend tax credit regime in accordance with the rules in the Tax Act. Taxable dividends received by a Resident Holder who is an individual (including certain trusts) may give rise to a liability for alternative minimum tax as calculated under the detailed rules set out in the Tax Act.

In the case of a Resident Holder that is a corporation, any dividends received or deemed to be received on Common Shares generally will be deductible in computing its taxable income, with the result that no tax will be payable by it in respect of such dividends. In certain circumstances, subsection 55(2) of the Tax Act will treat a taxable dividend received by a Resident Holder that is a corporation as proceeds of disposition or a capital gain. Resident Holders that are corporations should consult their own tax advisors having regard to their own circumstances. A Resident Holder that is a "private corporation" or a "subject corporation" (each as defined in the Tax Act) may be liable under Part IV of the Tax Act to pay a refundable tax on dividends received (or deemed to be received) on the Common Shares in a taxation year to the extent that such dividends are deductible in computing the corporation's taxable income for the year.

Disposition of Common Shares

A disposition or a deemed disposition of a Common Share by a Resident Holder (except to the Corporation, unless the Corporation purchases the Common Share in the open market in a manner in which shares are normally purchased by a member of the public in the open market) will generally result in the Resident Holder realizing a capital gain (or capital loss) equal to the amount by which the proceeds of disposition of the Common Share are greater (or less) than the aggregate of the Resident Holder's adjusted cost base thereof and any reasonable costs of disposition. Such capital gain (or capital loss) will be subject to the tax treatment described below under "*Taxation of Capital Gains and Capital Losses*".

Taxation of Capital Gains and Capital Losses

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

The amount of any capital loss realized by a Resident Holder that is a corporation on the disposition of a Common Share may be reduced by the amount of dividends received or deemed to be received by it on such Common Share (or on a share for which the Common Share has been substituted) to the extent and under the circumstances described by the Tax Act. Similar rules may apply where a corporation is a member of a partnership or a beneficiary of a trust that owns Common Shares, or where a partnership or trust of which a corporation is a member or a beneficiary is a member of a partnership or a beneficiary of a trust that owns Common Shares. A Resident Holder that is, throughout the relevant taxation year, a Canadian-controlled private corporation, may be liable for a refundable tax on its aggregate investment income, which is defined in the Tax Act to include taxable capital gains.

Capital gains realized by an individual (including certain trusts) may give rise to a liability for alternative minimum tax as calculated under the detailed rules set out in the Tax Act.

Taxation of Holders Not Resident in Canada

The following portion of the summary is generally applicable to a Holder who, at all relevant times for purposes of the Tax Act and any applicable income tax treaty or convention, (a) is neither a resident nor deemed to be resident in Canada, (b) deals at arm’s length with any transferee resident (or deemed to be resident) in Canada and to whom the Holder disposes of Debentures, (c) does not use or hold and is not deemed to use or hold Debentures or Common Shares in, or in the course of carrying on a business in Canada, and (d) is not a “specified shareholder” (as defined in subsection 18(5) of the Tax Act) of the Corporation or a person who does not deal at arm’s length with such a specified shareholder (a “**Non-Resident Holder**”). Special rules, which are not discussed in this summary, may apply to a non-resident insurer or an “authorized foreign bank” (as defined in the Tax Act), and this summary is not applicable to such holders.

This portion of the summary assumes that no interest paid or credited or deemed to be paid or credited on the Debentures will be in respect of a debt or other obligation to pay an amount to a person with whom the Corporation does not deal at arm’s length within the meaning of the Tax Act. In certain circumstances, the assignment or transfer of a Debenture by a Non-Resident Holder to a person resident or deemed to be resident in Canada for purposes of the Tax Act may give rise to a deemed payment of interest under the Tax Act. Any such Non-Resident Holder should consult its own tax advisor for advice with respect to the tax consequences of such assignment or transfer.

Debentures

A Non-Resident Holder will not be subject to Canadian withholding tax in respect of amounts paid or deemed to have been paid or credited by the Corporation as, on account or in lieu of, or in satisfaction of, interest or principal on the Debentures.

No other taxes on income (including taxable capital gains) will be payable under the Tax Act by a Non-Resident Holder in respect of the ownership or disposition of the Debentures, provided that the Debentures do not constitute “taxable Canadian property” of the Non-Resident Holder. Subject to the following paragraph, a Debenture will not be “taxable Canadian property” of a Non-Resident Holder.

If the Corporation elects to satisfy its obligation to repay the principal amount of the Debentures on redemption or maturity of the Debentures by issuing Common Shares, it is possible that, following such election by the Corporation, the Debentures will become an interest in, or for civil law a right in, the underlying Common Shares for purposes of Tax Act. In such case, the Debentures may be “taxable Canadian property” to a Non-Resident Holder generally if the underlying Common Shares would be “taxable Canadian property” to a Non-Resident Holder. See “*Common Shares – (a) Disposition of Common Shares*”

below for a discussion of the circumstances under which the underlying Common Shares would be “taxable Canadian property”. A Non-Resident Holder whose Debentures may be “taxable Canadian property” should consult with their own tax advisors for advice having regard to their particular circumstances.

Common Shares

(a) Disposition of Common Shares

A Non-Resident Holder will not be subject to tax under the Tax Act in respect of any capital gain realized by such Non-Resident Holder on a disposition of a Common Share unless the Common Share constitutes “taxable Canadian property” (as defined in the Tax Act) to the Non-Resident Holder at the time of disposition and the Non-Resident Holder is not entitled to relief under an applicable income tax treaty or convention. Provided that the Common Shares are at the time of disposition listed on a designated stock exchange (which currently includes the TSXV), the Common Shares generally will not constitute taxable Canadian property to a Non-Resident Holder at such time unless at any time during the 60-month period that ends at that time: (i) one or any combination of (a) the Non-Resident Holder, (b) persons with whom the Non-Resident Holder does not deal with at arm’s length, and (c) partnerships in which the Non-Resident Holder or a person described in (b) holds a membership interest directly or indirectly through one or more partnerships, owned 25% or more of the issued shares of any class or series of the capital stock of the Corporation, and (ii) more than 50% of the fair market value of the Common Shares was derived directly or indirectly from one or any combination of: (a) real or immovable properties situated in Canada, (b) “Canadian resource properties” (as defined in the Tax Act), (c) “timber resource properties” (as defined in the Tax Act), and (d) options in respect of, or interests in, or for civil law rights in, property described in any of the foregoing, whether or not the property exists. Notwithstanding the foregoing, in certain circumstances set out in the Tax Act, Common Shares could be deemed to be taxable Canadian property.

In the event that the Common Shares constitute or are deemed to constitute taxable Canadian property to any Non-Resident Holder, an applicable income tax treaty or convention may exempt the Non-Resident Holder from tax under the Tax Act in respect of the disposition thereof. Non-Resident Holders whose Common Shares may be taxable Canadian property should consult with their own tax advisors for advice having regard to their particular circumstances.

(b) Dividends on Common Shares

Dividends paid or credited on the Common Shares, or deemed under the Tax Act to be paid or credited on the Common Shares, to a Non-Resident Holder will generally be subject to Canadian withholding tax at the rate of 25% on the gross amount of such dividends unless the rate is reduced under the provisions of an income tax treaty or convention between Canada and the country of residence of the Non-Resident Holder. For example, under the Canada-United States Tax Convention (1980) (the “**Treaty**”), the withholding tax rate in respect of a dividend paid to a person who is the beneficial owner of the dividend and who is resident in the United States for the purposes of, and is entitled to full benefits under the Treaty, is generally reduced to 15%.

RISK FACTORS

An investment in the Debentures is speculative due to the nature and stage of development of the Corporation’s business.

The Corporation continually works to identify and evaluate significant risks and to develop and maintain appropriate strategies to mitigate the impact of potential risks to its business. The Corporation’s approach to risk management is integrated into its overall approach to decision making (both formal and informal) and also includes formal risk reviews with respect to certain matters. The summary provided below describes the main risks known to the Corporation and also identifies some of the steps that the Corporation takes to mitigate these identified risks.

All statements regarding the Corporation’s business should be viewed in light of these risk factors. Investors should consider carefully whether an investment in the Debentures is suitable for them in light of the information in this short form prospectus and in the documents incorporated by reference herein and their personal circumstances. If any of the identified risks were to materialize, the Corporation’s business, financial position, results and/or future operations may be materially affected.

Investors should carefully consider all of the information set out in this short form prospectus and in documents incorporated by reference herein and the risks accompanying an investment in the Corporation including in particular, but not limited to, the factors set out below and under the heading “Risk Factors” in the AIF and under the heading “Risks and Uncertainties” in each of the Annual MD&A and the Interim MD&A, before making an investment decision. Investors are cautioned that this summary of risks may not be exhaustive, as there may be risks that are unknown and other risks that may pose unexpected consequences. Further, many of the risks are beyond the Corporation’s control and, in spite of the Corporation’s active management of its risk exposure, there is no guarantee that these risk management activities will successfully mitigate such exposure.

Ability to Make Payment

The ability of the Corporation to make scheduled payments on or to refinance its debt obligations, including the Debentures, depends on the Corporation’s financial condition and operating performance, which are subject to a number of factors beyond the Corporation’s control.

The Corporation may be unable to pay interest on the Debentures when due. In order to assess this risk, please consider, among other things, the disclosure provided at “*Earnings Coverage Ratios*”.

The Corporation may be unable to maintain a level of cash flow from operating activities sufficient to permit the Corporation to pay the principal, premium, if any, and interest on its indebtedness, including the Debentures.

If the Corporation’s cash flow and capital resources are insufficient to fund its debt service obligations, the Corporation could face substantial liquidity problems and could be forced to reduce or delay investments and capital expenditures or to dispose of material assets or operations, seek additional debt or equity capital or restructure or refinance its indebtedness, including the Debentures. The Corporation may not be able to effect any such alternative measures on commercially reasonable terms or at all and, even if successful, those alternative actions may not allow the Corporation to meet its scheduled debt service obligations.

The Corporation’s inability to generate sufficient cash flow to satisfy its debt obligations, or to refinance its indebtedness on commercially reasonable terms or at all, would materially and adversely affect the Corporation’s business, results of operations, financial condition and its ability to satisfy its obligations under the Debentures.

The Debentures are not rated by any designated rating organization and StorageVault has no current plans to apply for a credit rating.

Use of Proceeds of the Offering

StorageVault currently intends to allocate the net proceeds received from the Offering as described under “*Use of Proceeds*” in this short form prospectus. Management will, however, have discretion in the actual application of the net proceeds, and may elect to allocate proceeds differently from that described in “*Use of Proceeds*” if it is believed it would be in the best interests of StorageVault to do so. The failure by management to apply these funds effectively could have a material adverse effect on the business of StorageVault.

Market for Securities

There is currently no market through which the Debentures may be sold and purchasers may not be able to resell Debentures purchased under this short form prospectus. There can be no assurance that an active trading market will develop for the Debentures after the Offering, or if developed, that such a market will be sustained at the price level of the Offering.

The market price of the Debentures may be volatile and subject to wide fluctuations and will be based on a number of factors, including: (a) the prevailing interest rates being paid by companies similar to the Corporation; (b) the overall condition of the financial and credit markets; (c) interest rate volatility; (d) the markets for similar securities; (e) the financial condition, results of operation and prospects of the Corporation; (f) the publication of earnings estimates for the Corporation or other research

reports and speculation regarding the Corporation in the press or investment community; (g) changes in the industry in which the Corporation operates and competition affecting the Corporation; and (h) general market and economic conditions.

The condition of the financial and credit markets and prevailing interest rates have fluctuated in the past and are likely to fluctuate in the future. Fluctuations in these factors could have an adverse effect on the market price of the Debentures. There can be no assurance that the market price of the Debentures will not experience significant fluctuations in the future, including fluctuations that are unrelated to the Corporation's performance.

Prevailing yields on similar securities will affect the market value of the Debentures. Assuming all other factors remain unchanged, the market value of the Debentures will decline as prevailing yields for similar securities rise, and will increase as prevailing yields for similar securities decline.

Prior Ranking Indebtedness and Unsecured Nature of the Debentures

The Debentures will be subordinate to all existing and future senior secured and other secured indebtedness of the Corporation. Therefore, if the Corporation becomes bankrupt, liquidates its assets, reorganizes or enters into certain other transactions, the Corporation's assets will be available to pay its obligations with respect to the Debentures only after it has paid all of its secured indebtedness in full.

The Corporation's secured debt is guaranteed by the Corporation's subsidiaries. The Debentures are not guaranteed by the Corporation's subsidiaries and are therefore effectively structurally subordinated to all of the debt of these subsidiaries and claims of creditors of such subsidiaries. Accordingly, in the event of insolvency, liquidation, reorganization, dissolution or other winding-up of any such subsidiary, all of that subsidiary's creditors (including trade creditors) would be entitled to payment in full out of that subsidiary's assets before the Corporation would be entitled to any payment. There may be insufficient assets remaining following such payments to pay amounts due on any or all of the Debentures then outstanding.

As at March 31, 2020, the debt of the Corporation and its subsidiaries totaled \$1,034,818,334.

Absence of Covenant Protection

The Indenture will not limit the ability of the Corporation to incur additional indebtedness for borrowed money or other obligations, including senior secured or other secured indebtedness (which would rank senior to the Debentures to the extent of the collateral securing such indebtedness), unsecured and unsubordinated indebtedness (which would rank *pari passu* with the Debentures), and liabilities or obligations that do not constitute indebtedness. Further, the Indenture will not limit the ability of the Corporation from mortgaging, pledging or charging its properties or properties registered in the name of its subsidiaries to secure any indebtedness or liabilities. Nor will the Indenture prohibit or limit the ability of the Corporation to pay dividends, except where an Event of Default has occurred and such default has not been cured or waived, which, if paid, will reduce StorageVault's available cash flow and assets available to holders of the Debentures upon redemption or maturity of the Debentures. The Indenture will not contain any provision specifically intended to protect holders of the Debentures in the event of a future leveraged transaction involving the Corporation. If new debt is added to StorageVault's current debt levels, the related risks that StorageVault now faces could intensify.

If StorageVault incurs additional indebtedness for borrowed money or other obligations or liabilities, it may have the effect of reducing the amount of proceeds distributed to holders of Debentures in connection with any insolvency, liquidation, reorganization, dissolution or other winding-up of or such proceedings involving StorageVault. If StorageVault incurs any additional obligations that ranks equally with the Debentures, subject to collateral arrangements, the holders of such obligations will be entitled to share ratably with holders of the Debentures in any proceeds distributed in connection with any insolvency, liquidation, reorganization, dissolution or other winding-up of StorageVault.

No Assurance Future Financing Will be Available

StorageVault may need to refinance certain of its existing debt instruments at or prior to their maturity or obtain additional financing in the future. The ability to obtain such additional financing will depend upon a number of factors, including prevailing market conditions and the operating performance of StorageVault. There can be no assurance that any such

financing will be available to StorageVault on favourable terms or at all. If financing is available through the sale of debt, equity or capital properties, the terms of such financing may not be favourable to StorageVault. Failure to raise capital when required could have a material adverse effect on StorageVault's business, financial condition and results of operations.

StorageVault may not be able to finance an offer to purchase the Debentures following a Change of Control as required by the Indenture because StorageVault may not have sufficient funds at the time of the Change of Control

If StorageVault experiences a Change of Control, StorageVault may be required to make an offer to repurchase all of the Debentures prior to their maturity. The Corporation cannot assure holders of Debentures that, if required, it would have sufficient cash or other financial resources at that time or would be able to arrange financing to pay the purchase price of the Debentures in cash.

The Corporation will be required to make an offer to purchase all of the outstanding Debentures for cash in the event of certain transactions that would constitute a Change of Control. The Corporation cannot assure holders of Debentures that, if required, it would have sufficient cash or other financial resources at that time or would be able to arrange financing to pay the purchase price of the Debentures in cash. The Corporation's ability to purchase the Debentures in such an event may be limited by law, by the Indenture, by the terms of other present or future agreements relating to the Corporation's credit facilities and other indebtedness and agreements that the Corporation may enter into in the future which may replace, supplement or amend the Corporation's future debt. The Corporation's future credit agreements or other agreements may contain provisions that could prohibit the purchase by the Corporation of the Debentures without the consent of the lenders or other parties thereunder. If the Corporation's obligation to offer to purchase the Debentures arises at a time when the Corporation is prohibited from purchasing or redeeming the Debentures, the Corporation could seek the consent of lenders to purchase the Debentures or could attempt to refinance the borrowings that contain this prohibition. If the Corporation does not obtain a consent or refinance these borrowings, the Corporation could remain prohibited from purchasing the Debentures. The Corporation's failure to purchase the Debentures would constitute an Event of Default under the Indenture, which might constitute a default under the terms of the Corporation's other indebtedness at that time. See "*Description of the Debentures – Change of Control*".

In the event that holders of Debentures holding 90% or more of the Debentures have tendered their Debentures for purchase pursuant to the Change of Control Purchase Offer, the Corporation may redeem the remaining Debentures on the same terms. See "*Description of the Debentures – Change of Control*".

Potential Restrictions on Payments

StorageVault's ability to redeem the Debentures for cash, or purchase the Debentures on a Change of Control, may in the future be limited by law, by the Indenture, or by the terms of agreements relating to other indebtedness and agreements that StorageVault may enter into in the future.

Holders of Debentures may not be able to determine when a Change of Control giving rise to their right to have the Debentures repurchased has occurred

The definition of Change of Control includes a phrase relating to the direct or indirect sale, transfer, conveyance or other disposition of "all or substantially all" of the properties or assets of StorageVault. Although there is a limited body of case law interpreting the phrase "substantially all" there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of Debentures to require StorageVault to repurchase such Debentures as a result of a sale, transfer, conveyance or other disposition of less than all properties or assets of StorageVault to another person or group may be uncertain.

The Debenture Trustee will take instructions from a majority of holders whose interests may not align with other holders

The Debentures will be issued in the form of one global debenture registered in the name of CDS. Beneficial holders of the Debentures will have their rights and interests in the Debentures governed by the terms of the Indenture and will be represented by the Debenture Trustee appointed thereunder. The Debenture Trustee will take direction from holders of the

Debentures in accordance with the terms of the Indenture, which may require a minimum number of holders of the Debentures to vote on a course of action prior to the implementation thereof. As a result, the Debenture Trustee may take direction from one or more institutional holders of the Debentures to the extent that such holders of the Debentures maintain a significant interest in the Debentures. Such holders of the Debentures may not have the same interests in outcomes as other holders of Debentures.

Alternatively, if the beneficial interest in the Debentures is widely held, the Debenture Trustee may not receive instructions in a timely manner or may not receive instructions at all. In the event the Debenture Trustee is unable to obtain timely instructions from holders of the Debentures, holders of the Debentures may not achieve the outcomes they might have otherwise been able to if the Debenture Trustee had received instructions in a timely manner.

Canadian bankruptcy and insolvency laws may impair the Debenture Trustee's ability to enforce remedies under the Debentures

The rights of the Debenture Trustee to enforce remedies could be delayed by the restructuring provisions of applicable Canadian federal bankruptcy, insolvency and other restructuring legislation if the benefit of such legislation is sought with respect to StorageVault. For example, both the BIA and the *Companies' Creditors Arrangement Act* (Canada) ("CCAA") contain provisions enabling an insolvent person to obtain a stay of proceedings against its creditors and to file a proposal to be voted on by the various classes of its affected creditors. A restructuring proposal, if accepted by the requisite majorities of each affected class of creditors, and if approved by the relevant Canadian court, would be binding on all creditors within each affected class, including those creditors that did not vote to accept the proposal. Moreover, this legislation, in certain instances, permits the insolvent debtor to retain possession and administration of its property, subject to court oversight, even though it may be in default under the applicable debt instrument, during the period that the stay against proceedings remains in place. The powers of the court under the BIA, and particularly under the CCAA, have been interpreted and exercised broadly so as to protect a restructuring entity from actions taken by creditors and other parties. Accordingly, StorageVault cannot predict whether payments under the Debentures would be made during any proceedings in bankruptcy, insolvency or other restructuring, whether or when the Debenture Trustee could exercise its rights under the Indenture or whether and to what extent holders of the Debentures would be compensated for any delays in payment, if any, of principal, interest and costs, including the fees and disbursements of the respective trustees.

Redemption Prior to Maturity

The Debentures shall not be redeemable by the Corporation prior to the First Call Date except in certain circumstances upon the occurrence of a Change of Control. On or after the First Call Date and prior to January 31, 2025, the Debentures may be redeemed by the Corporation, in whole or in part from time to time, at a redemption price equal to 102.875% of the principal amount of the Debentures redeemed plus accrued and unpaid interest, if any, up to but excluding the date set for redemption. On and after January 31, 2025 and prior to the Maturity Date, the Debentures may be redeemed in whole or in part at the option of the Corporation at a price equal to their principal amount plus accrued and unpaid interest, if any, up to but excluding the date set for redemption. Holders of Debentures should understand that this redemption option may be exercised if the Corporation is able to refinance the Debentures at a lower interest rate or it is otherwise in the interests of the Corporation to redeem the Debentures. See "*Description of the Debentures – Optional Redemption*".

Possible Dilutive Effects on Holders of Common Shares

The Corporation may determine to redeem outstanding Debentures or to repay outstanding principal amounts thereunder at maturity of the Debentures by issuing additional Common Shares. Accordingly, holders of Common Shares may suffer dilution.

Holders of Debentures will only have the rights of an equity holder in the event the Corporation redeems the Debentures or Repays the Debentures at Maturity by issuing Common Shares

The Corporation has the right, at its sole discretion, to redeem or repay outstanding principal amounts thereunder at redemption or maturity of the Debentures by issuing additional Common Shares rather than the payment of cash, if such option is exercised by the Corporation, holders of Debentures will become holders of equity securities of the Corporation and

will, consequently, be subject to the general risks and uncertainties affecting equity shareholders, including the ability to claim an entitlement only in its capacity as a shareholder of the Corporation.

The price paid for each Debenture may bear no relationship to the price at which the equity issuable on redemption or maturity of the Debentures may trade subsequent to the Offering. The Corporation cannot predict at what price the Common Shares may trade and there can be no assurance that an active trading market for the Common Shares will be sustained or what prices may be realized upon the sale of Common Shares.

Change in Tax Laws

The Indenture will not contain a requirement that the Corporation increase the amount of interest or other payments to holders of Debentures in the event that the Corporation is required to withhold amounts in respect of income or similar taxes on payment of interest or other amounts on the Debentures. Generally, no amount is required to be withheld from such payments to holders of Debentures resident in Canada, or to holders of Debentures resident in the United States who deal at arm's length with the Corporation, but no assurance can be given that applicable income tax laws or treaties will not be changed in a manner that may require the Corporation to withhold amounts in respect of tax payable on such amounts. See "*Canadian Federal Income Tax Considerations*" above.

Investment Eligibility

The Corporation will endeavour to ensure that the Debentures continue to be qualified investments for trusts governed by RRSPs, RRIFs, deferred profit sharing plans (except a deferred profit sharing plan to which the Corporation, or an employer that does not deal at arm's length with the Corporation, has made a contribution), RESPs, RDSPs and TFSAs. No assurance can be given in this regard. The Tax Act imposes penalties for the acquisition or holding of non-qualified investments by such plans.

Debentures may be redeemed or repaid for Common Shares, whose market price is subject to volatility

The Corporation may redeem or repay outstanding principal amounts under the Debentures at redemption or maturity by issuing additional Common Shares rather than the payment of cash. The trading prices of equity securities of exchange-listed companies have experienced substantial volatility in the past, often based on factors unrelated to the financial performance or prospects of the companies involved. These factors include macroeconomic developments in Canada, North America and globally, and market perceptions of the attractiveness of particular industries. The trading price of the Common Shares is also likely to be significantly affected by changes from time to time in the Corporation's operating results, financial condition, liquidity and other internal factors.

The COVID-19 Pandemic

The Corporation's operations and financial results may be adversely affected by the COVID-19 pandemic. In March 2020, the World Health Organization declared a global pandemic related to COVID-19. Instances of actual or perceived risk of infection among the Corporation's employees, or suppliers' or service providers' employees, could negatively impact its operations. The Corporation's operations could be negatively affected if its own personnel or those of its service providers and customers are quarantined or sickened as a result of exposure to COVID-19, or if they are subject to further restrictions, stay at home orders, advisories and quarantining requirements. See "*Recent Developments*".

The Corporation may be subject to risks related to the COVID-19 pandemic including various recommendations, orders and measures of governmental authorities to try to limit the pandemic, including travel restrictions, border closures, non-essential business closures, service disruptions, quarantines, self-isolations, shelters-in-place and social distancing, disruptions to markets, economic activity, financing, supply chains and sales channels, and a deterioration of general economic conditions including a possible national or global recession.

Currently, the pandemic has not had a significant adverse impact on the Corporation's operations or financial results, however, it is not able to predict the effect of the pandemic on its future operations or financial results. The extent of the impact that the pandemic will have on the Corporation's operations and financial results will depend on future developments,

including the duration, spread, severity and any recurrence of the COVID-19 virus, the duration and scope of government orders and restrictions and the extent of the impact of the pandemic on the competitive landscape and overall economic conditions. These are highly uncertain and cannot reasonably be predicted. For example, a prolonged pandemic and/or economic downturn may have negative effects on the overall demand for the Corporation's services and increase the difficulty and costs of protecting its employees and customers from the spread of the virus. If the Corporation is unable to successfully mitigate potential impacts from the COVID-19 pandemic, it could have a material adverse effect on its operations and financial results.

The impact that the COVID-19 pandemic may have on the Corporation may include a short-term delay in payments from customers, an increase in accounts receivable and an increase of losses on accounts receivable, decreased demand for the services that StorageVault offers, and a deterioration of financial markets that could limit the Corporation's ability to obtain external financing.

AUDITOR, TRANSFER AGENT AND REGISTRAR

The independent auditor of the Corporation is MNP LLP, Calgary, Alberta.

The transfer agent and registrar for the Common Shares is TSX Trust Company at its principal office in Calgary, Alberta.

INTEREST OF EXPERTS

Certain legal matters relating to the Offering under Canadian law will be passed upon by DLA Piper (Canada) LLP on behalf of the Corporation and by Goodmans LLP on behalf of the Underwriters. As at the date hereof, the partners and associates of each of DLA Piper (Canada) LLP and Goodmans LLP, as respective groups, beneficially own, directly or indirectly, less than 1% of the outstanding Common Shares.

MNP LLP are the auditors of the Corporation and have confirmed with respect to the Corporation, that they are independent within the meaning of the relevant rules and related interpretations prescribed by the relevant professional bodies in Canada and any applicable legislation or regulations.

EXEMPTION

Pursuant to a decision of the *Autorité des marchés financiers* (the "AMF") dated July 3, 2020 (the "Decision"), the Corporation was granted temporary relief from the requirement to file with the preliminary short form prospectus French language versions of the Annual Financial Statements, the Annual MD&A, the Interim Financial Statements, the Interim MD&A, the AIF, the 2019 Circular, and the 2020 Circular, which documents are incorporated by reference in this short form prospectus, provided that such documents in the French language version are filed no later than the time of filing of the final short form prospectus. The Corporation was also granted permanent relief from the requirement to file a French language version of the Corporation's stock option plan dated April 18, 2011, and filed on SEDAR on May 3, 2011 in the Corporation's notice of meeting and management information circular dated April 18, 2011, regarding the annual general and special meeting of shareholders of the Corporation held on May 18, 2011.

PURCHASER'S STATUTORY RIGHTS OF WITHDRAWAL AND RESCISSION

Securities legislation in certain provinces of Canada provide purchasers with the right to withdraw from an agreement to purchase securities. This right may be exercised within two business days after receipt or deemed receipt of a prospectus and any amendment. In several of the provinces, the securities legislation further provides a purchaser with remedies for rescission or, in some jurisdictions, revision of the price or damages if the prospectus and any amendment contains a misrepresentation or is not delivered to the purchaser, provided that the remedies for rescission, revision of the price or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province for the particulars of these rights or consult with a legal advisor.

CERTIFICATE OF THE CORPORATION

Date: July 13, 2020

This short form prospectus, together with the documents incorporated herein by reference, constitutes full, true and plain disclosure of all material facts relating to the securities offered by this short form prospectus as required by the securities legislation in each of the provinces of Canada.

STORAGEVAULT CANADA INC.

(signed) "*Steven Scott*"

Steven Scott
Chief Executive Officer and Chairman

(signed) "*Iqbal Khan*"

Iqbal Khan
Chief Financial Officer

(signed) "*Alan A. Simpson*"

Alan A. Simpson
Director

(signed) "*Blair Tamblyn*"

Blair Tamblyn
Director

CERTIFICATE OF UNDERWRITERS

Date: July 13, 2020

To the best of our knowledge, information and belief, this short form prospectus, together with the documents incorporated herein by reference, constitutes full, true and plain disclosure of all material facts relating to the securities offered by this short form prospectus as required by the securities legislation of each of the provinces of Canada.

SCOTIA CAPITAL INC.

(signed) "*Mary Vitug*"

Mary Vitug
Managing Director

NATIONAL BANK FINANCIAL INC.

(signed) "*Andrew Wallace*"

Andrew Wallace
Managing Director

TD SECURITIES INC.

(signed) "*Derek Dermott*"

Derek Dermott
Managing Director, Real Estate

BMO NESBITT BURNS INC.

(signed) "*Jonathan Li*"

Jonathan Li
Managing Director

CIBC WORLD MARKETS INC.

(signed) "*Jeff Appleby*"

Jeff Appleby
Managing Director

**RBC DOMINION SECURITIES
INC.**

(signed) "*William Wong*"

William Wong
Managing Director

CORMARK SECURITIES INC.

(signed) "*Chris Shaw*"

Chris Shaw
President

RAYMOND JAMES LTD.

(signed) "*Lucas Atkins*"

Lucas Atkins
Managing Director, Real Estate

STIFEL NICOLAUS CANADA INC.

(signed) "*Paul Bissett*"

Paul Bissett
Director, Investment Banking

**INDUSTRIAL ALLIANCE
SECURITIES INC.**

(signed) "*Fred Westra*"

Fred Westra
Managing Director