

A copy of this preliminary short form prospectus has been filed with the securities regulatory authorities in each of the provinces of Canada but has not yet become final for the purpose of the sale of securities. Information contained in this preliminary short form prospectus may not be complete and may have to be amended. The securities may not be sold until a receipt for the short form prospectus is obtained from the securities regulatory authorities.

No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise. This short form prospectus constitutes a public offering of securities only in those jurisdictions where such securities may be lawfully offered for sale and therein only by persons permitted to sell such securities. The securities offered hereby have not been and will not be registered under the United States Securities Act of 1933, as amended (the “U.S. Securities Act”), or the securities laws of any state of the United States and, accordingly, may not be offered, sold or delivered, directly or indirectly, in the United States (as such term is defined in Regulation S under the U.S. Securities Act) except in transactions exempt from the registration requirements of the U.S. Securities Act and applicable 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 securities offered hereby within the United States. See “Plan of Distribution”.

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.

PRELIMINARY SHORT FORM PROSPECTUS

New Issue

December 19, 2022

STORAGEVAULT

 CANADA SELF STORAGE CENTRES

STORAGEVAULT CANADA INC.

\$100,000,000

5.00% Convertible Senior Unsecured Debentures

Price: \$1,000 per Debenture

StorageVault Canada Inc. (“StorageVault” or the “Corporation”) is hereby qualifying pursuant to this short form prospectus the distribution (the “Offering”) of \$100,000,000 aggregate principal amount of 5.00% convertible senior unsecured debentures (the “Debentures”) due March 31, 2028 (the “Maturity Date”) at a price of \$1,000 per Debenture (the “Issue Price”). The Debentures will bear interest at an annual rate of 5.00% payable semi-annually in arrears, on the last business day of March and September in each year (each an “Interest Payment Date”) commencing on March 31, 2023. The March 31, 2023 interest payment will include accrued interest for the period from and including the Closing Date (as defined herein) up to but excluding March 31, 2023. The Debentures will be governed by a debenture indenture (the “Indenture”) to be dated as of the Closing Date (as defined herein) and to be entered into between the Corporation and TSX Trust Company (the “Debenture Trustee”). See “Description of the Debentures”.

Debenture Conversion Privilege

Each Debenture will be convertible into freely tradeable common shares of the Corporation (“Common Shares”) at the option of the holder of a Debenture (a “Debentureholder”) at any time prior to the close of business on the earliest of: (i) the business day immediately preceding the Maturity Date or (ii) if called for redemption, on the business day immediately preceding the date fixed for redemption, on the business day immediately preceding the payment date, into 115.6069 Common Shares for each \$1,000 principal amount of Debentures, representing a conversion price (the “Conversion Price”) of \$8.65 per Common Share, subject to adjustment in certain events as described in the Indenture. In the event that a Debentureholder exercises its conversion right, such holder will be entitled to receive accrued and unpaid interest, in addition to the applicable number of Common Shares to be received on conversion, for the period from the last Interest Payment Date up to but excluding the date of conversion. The Conversion Price will be subject to adjustment for, among other things, the declaration of dividends above the Dividend Threshold Amount (as defined herein). Further particulars concerning the conversion privilege, including provisions for the adjustment of the Conversion Price, are set out under “Description of the Debentures – Conversion Rights”.

(ii)

The Debentures are not redeemable at the option of the Corporation prior to March 31, 2026, except upon the satisfaction of certain conditions after a Change of Control (as defined herein) has occurred. On and after March 31, 2026 and prior to March 31, 2027, the Debentures may be redeemed by the Corporation, in whole or in part, at a redemption price equal to their principal amount plus accrued and unpaid interest, provided the Current Market Price (as defined herein) preceding the date on which notice of redemption is given is not less than 125% of the Conversion Price. On and after March 31, 2027, and prior to the Maturity Date, the Debentures may be redeemed by the Corporation, in whole or in part, at a redemption price equal to par plus accrued and unpaid interest, if any, up to but excluding the date of redemption. The Corporation shall provide not more than 60 days nor less than 30 days prior notice of redemption. See “*Description of the Debentures – Redemption*”.

The Corporation may, at its option, subject to applicable regulatory approval and provided that no Event of Default (as defined herein) has occurred and is continuing, elect to satisfy its obligation to pay the principal amount of and premium (if any) on the Debentures, in whole or in part, that are to be redeemed or that have matured upon not less than 30 days and not more than 60 days prior notice, by issuing to the holders thereof that number of freely tradeable Common Shares determined by dividing the principal amount of the Debentures being repaid by 95% of the Current Market Price on the date of redemption or maturity, as applicable. In addition, subject to applicable regulatory approval and provided that no Event of Default has occurred, freely tradeable Common Shares may be issued to the Debenture Trustee and sold, with the proceeds used to satisfy the obligation to pay interest on the Debentures. See “*Description of the Debentures – Method of Payment*”.

There is currently no market through which the Debentures may be sold and purchasers may not be able to resell the Debentures purchased under the (final) short form prospectus. This may affect the pricing of the Debentures in the secondary market, the transparency and availability of trading prices, the liquidity of the Debentures, and the extent of issuer regulation. An investment in the Debentures is subject to a number of risks and investment considerations that should be considered by a prospective purchaser. See “*Risk Factors*”.

The issued and outstanding Common Shares are listed on the Toronto Stock Exchange (the “**TSX**”) under the symbol “**SVI**”. The Corporation has applied to list the Debentures and the Common Shares issuable on the conversion, redemption or maturity of the Debentures on the TSX. Listing of the Debentures and such Common Shares is subject to the Corporation’s fulfillment of all the requirements of the TSX. On December 12, 2022, the last full trading day prior to the public announcement of the Offering, the closing price of the Common Shares on the TSX was \$6.58. On December 16, 2022, the last trading day on the TSX prior to the date of this short form prospectus, the closing price of the Common Shares on the TSX was \$6.01. See “*Risk Factors – Market for Securities*”.

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

	<u>Price to Public</u>	<u>Underwriters’ Fee⁽¹⁾</u>	<u>Net Proceeds to the Corporation⁽²⁾⁽³⁾⁽⁴⁾</u>
Per Debenture	\$1,000	\$40	\$960
Total Offering	\$100,000,000	\$4,000,000	\$96,000,000

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. Does not include the proceeds of the Concurrent Private Placement (as defined herein).
- (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 \$15,000,000 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 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 \$115,000,000, \$4,600,000 and \$110,400,000 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.
- (4) Upon completion of the Concurrent Private Placement (as defined herein), the aggregate net proceeds of the Offering and the Concurrent Private Placement will be \$143,750,000, after deducting the estimated expenses of the Offering of \$750,000, the Underwriters’ Fee of \$4,000,000 and the Placement Fee (as defined herein) of \$1,500,000 (without assuming the exercise of the Over-Allotment Option or the expenses associated with the Concurrent Private Placement).

(iii)

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	\$15,000,000 aggregate principal amount of Debentures	Until and including 30 days from the Closing Date	\$1,000 per Debenture

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 on the conversion, 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, registered education savings plans and tax-free savings accounts, 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 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.

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*”.

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 January 9, 2023, or such other date as may be agreed between the Corporation and the Underwriters, but in any event not later than January 23, 2023 (the “**Closing Date**”). Except in certain limited circumstances: (i) the Debentures will be issued and deposited in electronic form with CDS Clearing and Depository Services Inc. (“**CDS**”) or its nominee pursuant to the book-based system administered by CDS; (ii) certificates evidencing the Debentures will not be issued to subscribers; and (iii) subscribers will receive only a customer confirmation from an Underwriter or other registered dealer who is a CDS participant (a “**Participant**”) and from or through whom a beneficial interest in the Debentures are purchased. No certificates will be issued unless specifically requested. See “*Description of the Debentures – Book-Based System for Debentures*”.

Concurrently with the Offering, an institutional investor has agreed to purchase \$50,000,000 aggregate principal amount of convertible senior unsecured debentures of the Corporation due March 31, 2028 (the “**Private Placement Debentures**”). The Private Placement Debentures will be issued at the same price and on the same terms at which the Debentures are offered for sale under this short form prospectus (the “**Concurrent Private Placement**”). This short form prospectus does not qualify the distribution of any securities issued under the Concurrent Private Placement. The Private Placement Debentures purchased pursuant to the Concurrent Private Placement will be subject to a statutory hold period. The Concurrent Private Placement and the Offering are cross-conditional and are expected to be completed concurrently. The Concurrent Private Placement is subject to a number of conditions, including completion of definitive documentation, concurrent closing of the Offering and the approval of the TSX. See “*Concurrent Private Placement*”.

The earnings coverage ratios for the Corporation for the year ending December 31, 2021, and for the 12-month period ending September 30, 2022 are less than one-to-one. See “*Earnings Coverage Ratios*”.

Scotia Capital Inc., CIBC World Markets Inc., National Bank Financial Inc., TD Securities Inc., BMO Nesbitt Burns Inc. and RBC Dominion Securities Inc. are affiliates of Canadian chartered banks that are lenders to the Corporation and to which the Corporation is currently indebted. Consequently, the Corporation may be considered a “connected issuer” of Scotia Capital Inc., CIBC World Markets Inc., National Bank Financial Inc., TD Securities Inc., BMO Nesbitt Burns Inc. and RBC Dominion Securities Inc. within the meaning of applicable Canadian securities legislation. See “*Relationship Between the Corporation and Certain Underwriters*”.

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*".

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. Benjamin Harris, a director of the Corporation, resides outside of Canada and has appointed DLA Piper (Canada) LLP, Suite 1000, 250 - 2nd Street SW, Calgary, AB T2P 0C1, as agent for service of process. Purchasers are advised that it may not be possible for investors to enforce judgments obtained in Canada against any person that resides outside of Canada, even if such person has appointed an agent for service of process.

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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 and the Concurrent Private Placement;
- obtaining of all required regulatory approvals in connection with the Offering and the Concurrent Private Placement;
- 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;
- StorageVault’s continuing focus on environmental, social, and governance (“**ESG**”) and the policies and programs it will continue to pursue to support ESG initiatives;
- the Corporation’s plans with respect to dividend payments and its dividend reinvestment plan (the “**DRIP**”);
- the Corporation’s plan with respect to its normal course issuer bid (the “**NCIB**”);
- 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 and the Concurrent Private Placement 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 TSX 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* 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 business, economic, competitive, political and social uncertainties;
- 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, stay at home orders, curfews 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 on the conversion, 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 in the case of the Debentures, a deferred profit sharing plan to which the Corporation, or an employer that does not deal at arm’s length with the Corporation, for the purposes of the Tax Act, has made a contribution), registered education savings plans (“RESPs”), registered disability savings plans (“RDSPs”) or tax-free savings accounts (“TFSA”) (each, an “Exempt Plan”), if, 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 currently includes the TSX).

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 annuitant under an RRSP or RRIF, the holder of a TFSA or RDSP 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 has a “significant interest” (within the meaning of the Tax Act) in the Corporation. However, the 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 16, 2021 regarding the annual general and special meeting of shareholders of the Corporation held on May 26, 2021, filed on SEDAR on April 26, 2021;

- (b) annual information form of the Corporation for the financial year ended December 31, 2021 dated February 23, 2022 (the “**AIF**”), filed on SEDAR on February 23, 2022;
- (c) audited annual consolidated financial statements of the Corporation as at and for the years ended December 31, 2021 and December 31, 2020, together with the notes thereto and the auditors’ report thereon (the “**Annual Financial Statements**”), filed on SEDAR on February 23, 2022;
- (d) management discussion and analysis of the Corporation for the year ended December 31, 2021 (the “**Annual MD&A**”), filed on SEDAR on February 23, 2022;
- (e) notice of meeting and management information circular of the Corporation dated April 18, 2022 (the “**2022 Circular**”) regarding the annual general and special meeting of shareholders of the Corporation held on May 26, 2022, filed on SEDAR on April 28, 2022;
- (f) unaudited interim consolidated financial statements of the Corporation as at and for the three and nine months period ended September 30, 2022 (the “**Interim Financial Statements**”), filed on SEDAR on October 27, 2022, excluding the wording on the cover page indicating that the Corporation’s auditors have not performed a review of such financial statements;
- (g) management discussion and analysis of the Corporation for the three and nine month period ended September 30, 2022 (the “**Interim MD&A**”), filed on SEDAR on October 27, 2022; and
- (h) a template version of the term sheet with respect to the Offering dated December 13, 2022 (the “**Marketing Materials**”), filed on SEDAR on December 13, 2022.

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.

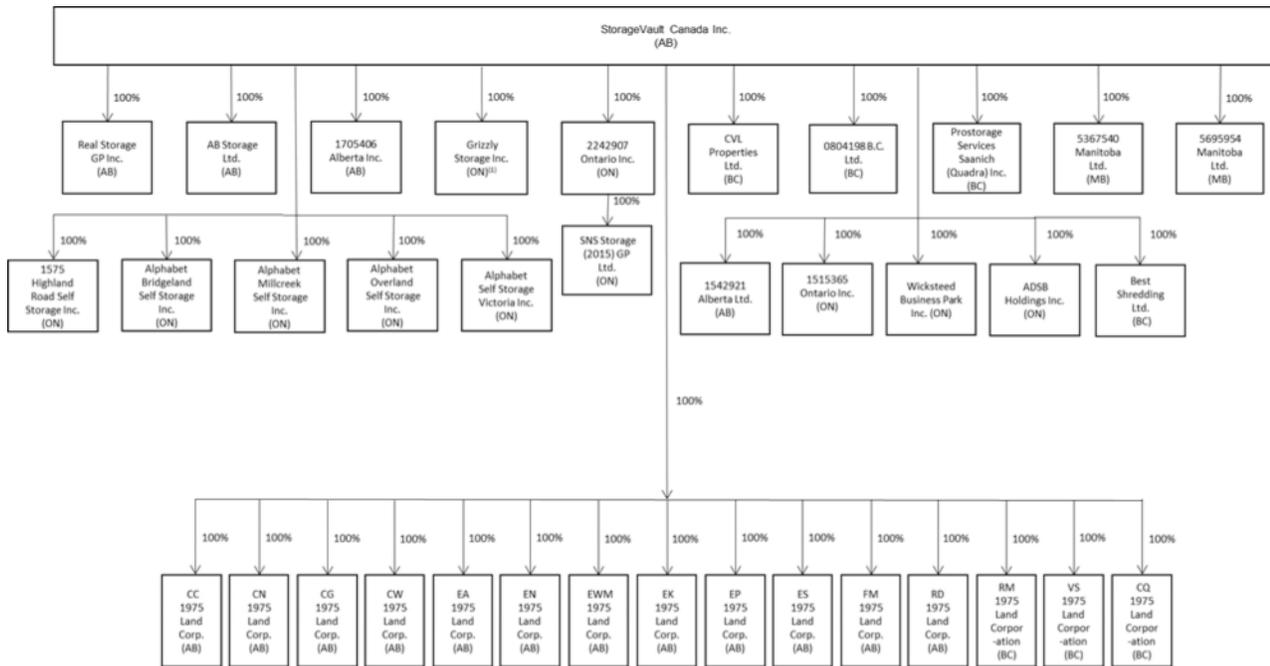
STORAGEVAULT CANADA INC.

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 Corporation’s acquisition of the Real Storage portfolio of storage assets 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. On January 1, 2021, the Corporation completed a vertical amalgamation with its wholly owned subsidiary, Sphill Storage Ltd.

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 each of the provinces of Canada. The Common Shares are listed and posted for trading on the TSX under the trading symbol “SVI”. The 5.75% senior unsecured hybrid debentures of the Corporation (the “**2020 Debentures**”) are listed and posted for trading on the TSX under the trading symbol “SVI.DB” and the 5.50% senior unsecured hybrid debentures (the “**2021 Debentures**”) are listed and posted for trading on the TSX under the trading symbol “SVI.DB.B”.

The following chart depicts the intercorporate relationships among the Corporation and its subsidiaries as of the date hereof:



Notes:
1. The common shares of Grizzly Storage Inc. are beneficially owned by StorageVault Canada Inc., but registered in the name of 2242907 Ontario Inc.s.

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.

As at the date of this short form prospectus, StorageVault owns 206 stores and over 4,500 portable storage units across Canada, for a total of over 11.4 million square feet of rentable storage space in over 100,000 rental units. The stores operate under the Access Storage, Depotium Mini-Entrepots and Sentinel Storage brands. The Corporation's portable storage business operates under the Cubeit and PUPS brands. The Corporation's records management business operates under the RecordXpress brand.

In addition to its owned stores, StorageVault manages 32 stores that are owned by third parties for a management fee, bringing the total number of stores owned and managed to 238.

The Corporation is able to leverage its national storage presence to offer last-mile storage solutions, such as personal protective equipment handling for health care organizations across the country with its over 200 locations. Through its portable and records management businesses, the Corporation offers mobilization solutions to move items from its locations directly to the end user. In April 2021, the Corporation launched FlexSpace Logistics, its last mile end to end technology platform which connects businesses across Canada to storage space, logistics and inventory management services.

StorageVault's objective is to own and manage storage assets in Canada's top markets. The Corporation will focus on acquiring storage assets with strong existing cash flows, in strategic markets, preferably with excess capacity and land allowing for future development and expansion of our self, portable and information and records management 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 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 24, 2022, the Corporation announced that it had completed the share purchase acquisition of one store, for a purchase price of \$45,000,000. The acquisition was a related party transaction with Access as one of the vendors. The purchase price for the acquisition of \$45,000,000, subject to customary adjustments, was paid by the issuance to the vendors of 3,356,560 Common Shares at a price of \$6.55 per Common Share representing an aggregate price of \$22,000,000 with the remainder of the purchase price being paid with funds on hand or consisting of the assumption of an existing mortgage secured by the store being acquired.

On January 26, 2022, the Corporation completed its graduation to the TSX and the Common Shares, 2020 Debentures and 2021 Debentures began trading on the TSX under the symbol “SVI”, “SVI.DB” and “SVI.DB.B”, respectively. In connection with the Corporation’s graduation to the TSX, the Common Shares, 2020 Debentures and 2021 Debentures were delisted from the TSX Venture Exchange (the “TSXV”).

On February 23, 2022, the Corporation announced that it would increase its quarterly dividend by 0.5% beginning Q1 2022 to \$0.002775.

On March 16, 2022, the Corporation announced that it had received conditional acceptance from the TSX to conduct the NCIB to purchase for cancellation, during the 12-month period starting March 18, 2022: (a) up to 18,931,054 Common Shares representing 5% of the 378,621,086 Common Shares then outstanding; (b) 2020 Debentures in the aggregate principal amount of \$3,750,000, representing 5% of the then outstanding \$75,000,000 aggregate principal amount of 2020 Debentures; and (c) 2021 Debentures in the aggregate principal amount of \$2,875,000, representing 5% of the then outstanding \$57,500,000 aggregate principal amount of 2021 Debentures.

On May 4, 2022, the Corporation announced that it would increase its quarterly dividend by 0.5% beginning Q2 2022 to \$0.002789.

On June 30, 2022, the Corporation announced that it completed the acquisition of six stores from six vendor groups for an aggregate purchase price of \$167.5 million, subject to customary adjustments, which was paid by the issuance of an aggregate of 814,686 Common Shares at price of \$6.14 per Common Share representing an aggregate price of \$5,000,000, with the remainder being paid with funds on hand, a promissory note and mortgage financing. Five of the acquisitions were arm’s length transactions and one acquisition was a related party transaction with Access, as the vendor.

On July 27, 2022, the Corporation announced that it would increase its quarterly dividend by 0.5% beginning Q3 2022 to \$0.002803.

On September 29, 2022, the Corporation announced that it completed one acquisition for an aggregate purchase price of \$4.1 million, subject to customary adjustments, which was paid with funds on hand.

On October 27, 2022, the Corporation announced that it would increase its quarterly dividend by 0.5% beginning Q4 2022 to \$0.002817.

On December 13, 2022, the Corporation announced the Offering and the Concurrent Private Placement.

On December 15, 2022, the Corporation announced that it had completed the acquisitions of two stores and two complementary shredding businesses for an aggregate purchase price of \$22,910,000 subject to customary adjustments, which was paid with first mortgage financing, promissory note and funds on hand.

CONSOLIDATED CAPITALIZATION

The following table sets forth the consolidated capitalization of the Corporation as at September 30, 2022 and the *pro forma* consolidation capitalization of the Corporation as at September 30, 2022 after giving effect to the Offering (but not the exercise of the Over-Allotment Option) and the Concurrent Private Placement. The historical amounts are derived from the Interim Financial Statements and such information should be read in conjunction with such statements which are incorporated by reference in this short form prospectus.

Designation	As at September 30, 2022 (unaudited)	As at September 30, 2022 after giving effect to the Offering and the Concurrent Private Placement (unaudited)
Mortgages⁽¹⁾		
Fixed Rate/Variable Rate	\$1,093,945,976	\$1,093,945,976
Lines of Credit and Promissory Notes⁽²⁾	\$424,976,682	\$313,567,214
Deferred Financing Costs, Net of Accretion	(\$8,669,110)	(\$14,919,110)
2020 Debentures⁽⁸⁾	\$75,000,000	\$75,000,000
2021 Debentures⁽⁸⁾	\$57,500,000	\$57,500,000
Debentures	-	\$100,000,000 ⁽³⁾
Private Placement Debentures	-	\$50,000,000 ⁽⁴⁾
Total:	\$1,642,753,548	\$1,675,094,080
Shareholder Capital⁽⁵⁾		
Common Shares (unlimited)	\$425,084,308 (378,049,860 Common Shares ⁽⁶⁾⁽⁷⁾⁽⁸⁾)	\$425,084,308 (378,049,860 Common Shares ⁽⁶⁾⁽⁷⁾⁽⁸⁾)

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) \$88,909,468 of a revolving term credit facility with a total commitment in the amount of \$100,000,000 pursuant to an amended and restated credit agreement dated November 4, 2021, as amended among, *inter alios*, StorageVault, as borrower, and certain lenders (the “**2021 Credit Facility**”); (b) \$12,500,000 of revolving and non-revolving term credit facilities with a total commitment in the amount of \$76,600,000 pursuant to an amended and restated credit agreement dated November 10, 2022 among, *inter alios*, StorageVault, as borrower, and a certain lender (the “**2022 Credit Facility**”); and (c) \$10,000,000 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**”), which are included in the above table. See “*Plan of Distribution*” and “*Use of Proceeds*”.
- (3) Based on gross proceeds of the Offering of \$100,000,000, but before deducting the Underwriters’ Fee of \$4,000,000, 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 issued under the Offering will increase to \$115,000,000 and the net proceeds of the Offering will be \$110,400,000.
- (4) Based on gross proceeds of the Concurrent Private Placement of \$50,000,000, but before deducting the Placement Fee of \$1,500,000.
- (5) As at the date of this short form prospectus, there are 378,017,360 Common Shares outstanding.
- (6) Does not include 29,380,000 stock options of the Corporation issued and outstanding as at September 30, 2022, having a weighted average exercise price of \$3.40 per Common Share.
- (7) 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.
- (8) For particulars of the rights, privileges, restrictions and conditions attached to the Common Shares and for a description of the 2020 Debentures and the 2021 Debentures, 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, 2021 and for the 12 months ended September 30, 2022 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, 2021 and for the 12 months ended September 30, 2022.

	For the 12 months ended December 31, 2021	For the 12 months ended September 30, 2022	For the 12 months ended December 31, 2021 <i>Pro Forma</i> ⁽¹⁾	For the 12 months ended September 30, 2022 <i>Pro Forma</i> ⁽²⁾
Denominator for Earnings Coverage Ratio – interest expense	\$58,508,492	\$69,104,771	\$64,238,007	\$73,214,471
Numerator for Earnings Coverage Ratio – earnings before interest and income tax	\$14,820,390	\$32,501,465	\$14,820,390	\$32,501,465
Earnings Coverage Ratio	0.25	0.47	0.23	0.44
Earnings Coverage Ratio, as adjusted to exclude depreciation and amortization	1.85 ⁽³⁾⁽⁴⁾	1.84 ⁽³⁾⁽⁵⁾	1.68 ⁽³⁾⁽⁴⁾	1.73 ⁽³⁾⁽⁵⁾
NOI Coverage Ratio	2.38 ⁽⁶⁾	2.43 ⁽⁷⁾	2.16 ⁽⁶⁾	2.29 ⁽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 and the Private Placement Debentures, and after giving effect to the repayment of existing indebtedness as described under “*Use of Proceeds*” in this short form prospectus, as if the Debentures and the Private Placement Debentures were issued on January 1, 2021.
- (2) After giving effect to the Calculation Period Pro Forma Adjustments, and after giving effect to the issuance of the Debentures and the Private Placement Debentures, and after giving effect to the repayment of existing indebtedness as described under “*Use of Proceeds*” in this short form prospectus, as if the Debentures and the Private Placement Debentures were issued on October 1, 2021.
- (3) Presented without the earnings effect of amortization and depreciation.
- (4) Amortization and depreciation for the 12 months ended December 31, 2021 was \$93,189,387.
- (5) Amortization and depreciation for the 12 months ended September 30, 2022 was \$94,523,636.
- (6) NOI for the 12 months ended December 31, 2021 was \$139,000,332.
- (7) NOI for the 12 months ended September 30, 2022 was \$167,832,259.

The Corporation’s earnings coverage ratio for the 12-month period ended December 31, 2021 and for the 12-month period ended September 30, 2022, is less than one-to-one, mainly due to depreciation and amortization. The Corporation would have required approximately \$43,688,102 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, 2021 and \$36,603,306 for the 12-month period ended September 30, 2022.

USE OF PROCEEDS

The estimated net proceeds from the Offering and the Concurrent Private Placement, after deducting the Underwriters’ Fee, the Placement Fee and estimated expenses of the Offering, will be approximately \$143,750,000, assuming no exercise of the Over-Allotment Option (approximately \$158,150,000 if the Over-Allotment Option is exercised in full).

The Corporation intends to apply the net proceeds of the Offering and the Concurrent Private Placement to repay \$88,909,468 of the 2021 Credit Facility, \$12,500,000 of the 2022 Credit Facility and \$10,000,000 of the 2019 Credit Facility, to fund and 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 repay maturing debt or for general corporate purposes.

The principal purposes for which the proceeds of each of the 2021 Credit Facility, the 2022 Credit Facility and the 2019 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*”.

CONCURRENT PRIVATE PLACEMENT

Concurrently with the Offering, the Corporation has entered into a subscription agreement which contemplates that the Corporation will complete the Concurrent Private Placement for \$50,000,000 aggregate principal amount of Private Placement Debentures at a price of \$1,000 per Private Placement Debenture. The Concurrent Private Placement is expected to close on the Closing Date, concurrent with the Offering. The Underwriters will be paid an aggregate cash fee equal to 3.0% of the gross proceeds of the Concurrent Private Placement (the “**Placement Fee**”).

This short form prospectus does not qualify the distribution of the Private Placement Debentures or the Common Shares issuable on the conversion, redemption or maturity of the Private Placement Debentures. The Private Placement Debentures and such Common Shares will be subject to a statutory hold period. Completion of the Concurrent Private Placement is subject to a number of conditions including the approval of the TSX and the concurrent closing of the Offering. The Corporation has applied to list the Private Placement Debentures and the Common Shares issuable on the conversion, redemption or maturity of the Private Placement Debentures on the TSX. Listing of the Private Placement Debentures and such Common Shares is subject to the Corporation’s fulfillment of all the requirements of the TSX.

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 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.

For the avoidance of doubt, the Private Placement Debentures will be issued under the Indenture. Pursuant to the Indenture, the rights and obligations attached to the Private Placement Debentures will be identical to those attached to the Debentures and for the purposes of this section of this short form prospectus, all references to “Debentures” also refer to the Private Placement Debentures.

General

The Debentures will be issued under the Indenture. The Debenture Trustee is the trustee under the Indenture and the Corporation’s transfer agent.

The Debentures to be issued will be in the aggregate principal amount of \$100,000,000 (\$115,000,000 assuming the Over-Allotment Option is exercised in full). The Corporation may, from time to time, without the consent of the Debentureholders, issue additional debentures of a different series under the Indenture, in addition to the Debentures offered hereby.

The Debentures will be dated as of the Closing Date and will have a maturity date of March 31, 2028. The Debentures will be issuable only in denominations of \$1,000 and integral multiples thereof and will bear interest from and including the date of issue at 5.0% per annum, which will be payable semi-annually in arrears on the last business day in March and September of each year, commencing on March 31, 2023. The first interest payment will include interest accrued from the Closing Date to,

but excluding, March 31, 2023. Assuming the Closing Date occurs on January 9, 2023, the first interest payment payable on March 31, 2023 will be \$11.10 per \$1,000 principal amount of Debentures.

The interest on the Debentures is payable in lawful money of Canada, including, at the option of the Corporation, in accordance with the Common Share Interest Payment Election as described under “*Description of the Debentures – Method of Payment – Interest Payment Election*”.

The principal amount of the Debentures is payable in lawful money of Canada or, at the option of the Corporation, subject to the receipt of applicable regulatory approvals and such other matters as set out in the Indenture, in the event of redemption or at maturity of the Debentures, by delivery of fully paid, non-assessable and freely tradeable Common Shares as further described under “*Description of the Debentures – Method of Payment – Payment of Principal on Redemption or at Maturity*”.

The Debentures are direct, senior unsecured obligations of the Corporation and will not be secured by any mortgage, pledge, hypothec or other charge and will be subordinated to other liabilities of the Corporation as described under “*Description of the Debentures – Subordination*”. The Indenture does not restrict the Corporation from incurring additional indebtedness for borrowed money or otherwise or from mortgaging, pledging or charging the Corporation’s properties to secure any indebtedness.

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, the 2021 Debentures, the 2020 Debentures 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 Debentureholders 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 Debentureholders 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.

Conversion Rights

Each Debenture will be convertible into freely tradeable Common Shares at the option of the Debentureholder at any time prior to the close of business on the earliest of: (i) the business day immediately preceding the Maturity Date and (ii) if called for redemption, on the business day immediately preceding the redemption date, on the business day immediately preceding the payment date, in each case, into 115.6069 Common Shares for each \$1,000 principal amount of Debentures, representing a Conversion Price of \$8.65 per Common Share, subject to adjustment in certain events. In the event that a Debentureholder exercises their conversion right, such Debentureholder will be entitled to receive accrued and unpaid interest, in addition to the applicable number of Common Shares to be received on conversion, for the period from the last Interest Payment Date up to but excluding the date of conversion.

Subject to the provisions thereof, the Indenture will provide for the adjustment of the Conversion Price in certain events including:

- (a) the subdivision or consolidation of the outstanding Common Shares;
- (b) the distribution or the fixing of a record date for the distribution or issuance to all or substantially all of the holders of Common Shares of:
 - (i) Common Shares or shares of another class other than a dividend paid in the ordinary course or a distribution to holders of Common Shares who have elected to receive such distribution in the form of Common Shares or such other shares in lieu of cash dividends paid in the ordinary course;
 - (ii) a dividend in an amount greater than \$0.002817 per Common Share payable quarterly (the “**Dividend Threshold Amount**”);
 - (iii) certain options, rights or warrants at a price of less than 95% of the then Current Market Price; and
 - (iv) assets (excluding monthly dividends paid in the ordinary course in an amount not greater than the Dividend Threshold Amount); and
- (c) the payment of cash or any other consideration in respect of an issuer bid (other than a normal course issuer bid) by StorageVault or any of its subsidiaries to shareholders of the Corporation to the extent that the cash and fair market value of any other consideration included in the payment per Common Share exceeds the Current Market Price on the date of expiry of such issuer bid.

There will be no adjustment of the Conversion Price in respect of any event described in (b) above if the Debentureholders are allowed (with the approval of the TSX) to participate as though they had converted their Debentures prior to the applicable record date or effective date. The Corporation will not be required to make adjustments in the Conversion Price unless the cumulative effect of such adjustments would change the Conversion Price by at least 1%. For clarity, the Corporation will carry forward any adjustments that are less than 1% of the Conversion Price and take them into account when determining subsequent adjustments.

In the case of any reclassification or capital reorganization (other than a change resulting from consolidation or subdivision) of the Common Shares, or in the case of any consolidation, amalgamation, arrangement, merger or acquisition of StorageVault with or into any other entity, or in the case of any sale or conveyance of the assets of the Corporation as, or substantially as, an entirety to any other entity, or a liquidation, dissolution or winding-up of the Corporation, the terms of the conversion privilege will be adjusted so that each Debentureholder will, after such reclassification, capital reorganization, consolidation, amalgamation, arrangement, merger, acquisition, sale, conveyance, liquidation, dissolution or winding-up, be entitled to receive, subject to the prior approval of the TSX, the number of Common Shares or other securities or property

such holder would be entitled to receive if, on the effective date thereof, it had been the holder of the number of Common Shares into which the Debenture was convertible prior to the effective date of such reclassification, capital reorganization, consolidation, amalgamation, arrangement, merger, acquisition, sale, conveyance, liquidation, dissolution or winding-up.

“**Current Market Price**” means the volume-weighted average trading price per Common Share for the 20 consecutive trading days ending on the fifth trading day preceding the date of the applicable event for determination on the TSX (or, if the Common Shares are not listed on the TSX, on such stock exchange on which the Common Shares are listed as may be selected for such purpose by the Board and approved by the Debenture Trustee, or if the Common Shares are not listed on any stock exchange, then on the over-the-counter market). The volume-weighted average trading price shall be determined by dividing the aggregate sale price of all Common Shares sold on the said exchange or market, as the case may be, during the said 20 consecutive trading days by the total number of Common Shares so sold.

No fractional Common Shares will be issued on any conversion but in lieu thereof the Corporation will satisfy fractional interests by a cash payment equal to the Current Market Price of any fractional interest less any applicable withholding taxes, if any; provided, however StorageVault shall not be required to make any payment of less than \$10.00.

Redemption

The Debentures are not redeemable prior to March 31, 2026, except upon the satisfaction of certain conditions after a Change of Control has occurred. On or after March 31, 2026 and prior to March 31, 2027, the Debentures may be redeemed by the Corporation, in whole or in part, at a redemption price equal to par plus accrued and unpaid interest, provided that the Current Market Price prior to the date on which notice of redemption is given is at least 125% of the Conversion Price. On and after March 31, 2027, and prior to the Maturity Date, the Debentures may be redeemed by the Corporation, in whole or in part, from time to time at the Corporation’s option at par plus accrued and unpaid interest, if any, up to but excluding the date set for redemption. StorageVault shall provide not more than 60 days nor less than 30 days prior notice of redemption.

In the case of redemption of less than all of the Debentures, the Debentures to be redeemed will be selected by the Corporation on a pro rata basis or in such other manner as the Corporation deems equitable, subject to the consent of the TSX, if applicable. The Corporation will have the right to purchase Debentures in the market, by tender, by private contract, by normal course issuer bid or otherwise, at any time, subject to regulatory requirements and compliance with the Corporation’s credit agreements.

Change of Control

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.

The Corporation will give notice of the occurrence of a Change of Control and will make an offer in writing to purchase the Debentures then outstanding (the “**Debenture Offer**”) at a price equal to 100% of the principal amount thereof plus accrued and unpaid interest earned thereon up to, but excluding, the date of acquisition (the “**Debenture Offer Price**”).

The Indenture will contain notification and repurchase provisions requiring the Corporation to give written notice to the Debenture Trustee of the occurrence of a Change of Control within 30 days of such event together with the Debenture Offer. The Debenture Trustee will thereafter promptly deliver to each Debentureholder a notice of the Change of Control together with a copy of the Debenture Offer to repurchase all the outstanding Debentures.

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 the Corporation pursuant to the Debenture Offer, the Corporation will have the right to redeem all of the remaining Debentures at the Debenture Offer Price. Notice of such redemption must be given by the Corporation to the Debenture Trustee within 10 business days following the expiry of the Debenture Offer, and as soon as possible thereafter, by the Debenture Trustee to the Debentureholders not tendered pursuant to the Debenture Offer.

Cash Change of Control

In addition to the requirement of StorageVault to make a Debenture Offer in the event of a Change of Control, subject to regulatory and stock exchange approval, if a Change of Control occurs in which 10% or more of the consideration for the Common Shares in the transaction or transactions constituting a Change of Control consists of: (i) cash, other than cash payments for fractional Shares and cash payments made in respect of dissenter's appraisal rights; (ii) equity securities that are not traded or intended to be traded immediately following such transactions on a stock exchange; or (iii) other property that is not traded or intended to be traded immediately following such transactions on a stock exchange, then subject to regulatory approvals, during the period beginning 10 trading days before the anticipated date on which the Change of Control becomes effective and ending 30 days after the Debenture Offer is delivered to Debentureholders, Debentureholders will be entitled to convert their Debentures, subject to certain limitations, and receive, subject to and upon completion of the Change of Control, in addition to the number of Common Shares they would otherwise be entitled to receive as set out under "*Description of the Debentures – Conversion Rights*" above, an additional number of Common Shares per \$1,000 principal amount of Debentures as set out below (in each case, a "**Make-Whole Premium**").

The number of additional Common Shares per \$1,000 principal amount of Debentures constituting the relevant Make-Whole Premium will be determined by reference to the table below and is based on the date on which the Change of Control becomes effective (the "**Effective Date**") and the price paid per Common Share in the transaction constituting the Change of Control (the "**Offer Price**"). If holders of Common Shares receive (or are entitled and able in all circumstances to receive), only cash in the transaction, the Offer Price will be the cash amount paid per Common Share. Otherwise, the Offer Price will be equal to the Current Market Price of the Common Shares immediately preceding the Effective Date of such transaction.

The following table shows what the Make-Whole Premium would be for each hypothetical Offer Price and Effective Date set out below, expressed as additional Common Shares per \$1,000 principal amount of Debentures. For greater certainty, StorageVault will not be obliged to pay the Make-Whole Premium other than by issuance of Common Shares upon conversion, subject to the provision relating to adjustment of the Conversion Price in certain circumstances and following the completion of certain types of transactions described under "*Description of the Debentures – Conversion Rights*" above.

Offer Price	Effective Date					
	January 9, 2023	March 31, 2023	March 31, 2024	March 31, 2025	March 31, 2026	March 31, 2027
\$6.53	37.5620	37.5620	37.5620	37.5620	37.5620	37.5620
\$6.75	35.0652	34.8726	33.4504	32.5412	32.5412	32.5412
\$7.00	32.5143	32.2786	30.5743	28.5400	27.2502	27.2502
\$7.25	30.2290	29.9559	28.0097	25.6634	22.7324	22.3241
\$7.50	28.1773	27.8733	25.7200	23.1040	19.8480	17.7264
\$8.00	24.6688	24.3163	21.8425	18.7925	15.0750	9.6488
\$8.50	21.8082	21.4235	18.7318	15.3753	11.3941	4.0929
\$9.00	19.4522	19.0467	16.2189	12.6578	8.5178	1.2444
\$10.00	15.8610	15.4400	12.5180	8.7930	4.3750	0.0050
\$11.00	13.3109	12.8964	10.0327	6.3773	1.4945	0.0000
\$12.50	10.6912	10.3056	7.6648	4.3520	0.0128	0.0000
\$15.00	8.0660	7.7413	5.5520	2.9247	0.0000	0.0000
\$17.50	6.4983	6.2240	4.4246	2.3171	0.0000	0.0000
\$20.00	5.4415	5.2030	3.7060	1.9540	0.0000	0.0000
\$25.00	4.0668	3.8872	2.7904	1.4856	0.0000	0.0000
\$30.00	3.1863	3.0457	2.2037	1.1797	0.0000	0.0000
\$40.00	2.1003	2.0075	1.4653	0.7973	0.0000	0.0000

The actual Offer Price and Effective Date may not be set out in the table, in which case:

- (a) if the actual Offer Price on the Effective Date is between two Offer Prices in the table or the actual Effective Date is between two Effective Dates in the table, the Make-Whole Premium will be determined by a straight-line interpolation between the Make-Whole Premiums set out for the two Offer Prices and the two Effective Dates in the table based on a 365-day year, as applicable;
- (b) if the Offer Price on the Effective Date exceeds \$40.00 per Common Share, subject to adjustment as described below, the Make-Whole Premium will be zero; and
- (c) if the Offer Price on the Effective Date is less than \$6.53 per Common Share, subject to adjustment as described below, the Make-Whole Premium will be zero.

The Offer Prices set out in the table above will be adjusted as of any date on which the Conversion Price of the Debentures is adjusted in accordance with the Indenture. The adjusted Offer Prices will equal the Offer Prices applicable immediately prior to such adjustment multiplied by a fraction, the numerator of which is the Conversion Price as so adjusted and the denominator of which is the Conversion Price immediately prior to the adjustment giving rise to the Offer Price adjustment. The number of additional Common Shares set out in the table above will be adjusted in the same manner as the Conversion Price as set out above under “*Description of the Debentures – Conversion Rights*”, other than by operation of an adjustment to the Conversion Price by adding the Make-Whole Premium as described above.

Method of Payment

Payment of Principal on Redemption or at Maturity

On redemption or at maturity of the Debentures, the Corporation will repay the indebtedness represented by the Debentures by paying to the Debenture Trustee in lawful money of Canada an amount equal to the principal amount of the outstanding Debentures, together with any accrued and unpaid interest thereon. The Corporation may, at its option, on not more than 60 days and not less than 30 days prior notice, subject to applicable regulatory approval and provided no Event of Default has occurred and is continuing, elect to satisfy its obligation on redemption or maturity to repay all or any portion of the principal amount of the Debentures that are to be redeemed or that are to mature, by issuing and delivering to the applicable Debentureholders that number of freely tradeable Common Shares determined by dividing the principal amount of the Debentures being repaid by 95% of the Current Market Price on the date of redemption or maturity, as applicable (the “**Share Payment Right**”). No fractional Common Shares will be issued on redemption or at maturity but in lieu thereof the Corporation will satisfy fractional interests by a cash payment equal to the Current Market Price of the fractional interest less any taxes required to be deducted or withheld, subject to the terms and conditions set out in the Indenture. Any accrued and unpaid interest will be paid in cash.

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, (i) the exercise or potential exercise of the Share Payment Right, or (ii) the Current Market Price determined in connection with the exercise or potential exercise of the Share Payment Right.

Interest Payment Election

The Corporation may elect, from time to time, subject to applicable regulatory approval and provided that no Event of Default has occurred and is continuing, to satisfy all or part of the Corporation's obligation to pay interest on the Debentures in accordance with the Indenture (the "**Interest Obligation**"), on an Interest Payment Date occurring after the Closing Date, (i) in cash; (ii) by delivering sufficient freely tradeable Common Shares to the Debenture Trustee for sale, to satisfy the Interest Obligation in accordance with the Indenture in which event, Debentureholders will be entitled to receive a cash payment equal to the interest payable, from the proceeds of the sale of such Common Shares (a "**Common Share Interest Payment Election**"); or (iii) any combination of (i) and (ii) above.

The Indenture will provide that, upon such election, the Debenture Trustee shall have the power to (a) accept delivery from the Corporation of Common Shares, (b) accept bids with respect to, and consummate sales of, such Common Shares, each as the Corporation may direct in its absolute discretion, (c) invest the proceeds of such sales in Government Obligations (as defined in the Indenture) which mature prior to the applicable Interest Payment Date, and use the proceeds received from such Government Obligations, together with any proceeds from the sale of Common Shares not invested as aforesaid, to satisfy the Interest Obligation, and (d) perform any other action necessarily incidental thereto as directed by the Corporation in its absolute discretion.

The Indenture will set forth the procedures to be followed by the Corporation and the Debenture Trustee in order to affect the Common Share Interest Payment Election. Neither the Corporation's making of the Common Share Interest Payment Election nor the consummation of sales of Common Shares will (a) result in the Debentureholders 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 Debentureholders to receive any Common Shares in satisfaction of the Interest Obligation.

Events of Default and Waiver

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 with respect to such Debentures: (a) failure for 15 days to pay interest on the Debentures when due; (b) failure to pay principal or premium, if any, on the Debentures when due whether at maturity, upon redemption, by declaration or otherwise; (c) default in the observance of the covenant of the Corporation relating to maintaining listing of the Common Shares and Debentures on the TSX, and to maintaining the Corporation's status as a "reporting issuer", which default continues for 10 business days; (d) a default in performing or observing any of the covenants, agreements or obligations of the Corporation described in the Indenture and the continuance of such default for 30 days after written notice to the Corporation by the Debenture Trustee or by the Debentureholders holding not less than 25% in principal amount of outstanding Debentures requiring the same to be remedied; (e) the failure of the Corporation to (i) make a Debenture 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 Debentureholders in acceptance of the Debenture 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 below 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; (g) if an event of default

occurs and is continuing under any indenture, agreement or other instrument evidencing or governing indebtedness 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 (subject to waiver thereof by the Debentureholders), and will upon request of Debentureholders holding not less than 25% of the principal amount of the Debentures then outstanding, declare the principal of and interest on all outstanding Debentures to be immediately due and payable. In certain cases, the Debentureholders of more than 50% of the principal amount of such Debentures then outstanding may, on behalf of the holders of all such Debentures, waive any Event of Default and/or cancel any such declaration upon such terms and conditions as such Debentureholders may prescribe.

Consolidation, Mergers or Sales of Assets

The Indenture will provide that StorageVault may not, without the consent of the Debentureholders, 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.

Modification

The rights of the Debentureholders 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 Debentureholders resolutions passed at meetings of the Debentureholders by votes cast thereat by Debentureholders 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 Debentureholders 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 Debentureholders of the required percentage of Debentures of each particularly affected series.

The Corporation and the Debenture Trustee may, without the consent or concurrence of the Debentureholders under the Indenture, by supplemental indenture or otherwise, make any changes or corrections in the Indenture which they have been advised by counsel are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provisions or clerical omissions or mistakes or manifest errors contained therein or in any indenture supplemental thereto.

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 principal amount of the then outstanding 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 those who did not accept the offer on the terms offered by the offeror.

Book-Based System for Debentures

Except in certain limited circumstances: (i) the Debentures will be issued and deposited in electronic form with CDS or its nominee pursuant to the book-based system administered 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 are purchased.

Neither the Corporation nor the Underwriters or the Debenture Trustee 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 those 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 depository for the Participants. As a result, Participants must look solely to CDS and persons, other than Participants, having an interest in the Debentures must look solely to Participants for the payment of the principal and interest on the Debentures paid by or on behalf of StorageVault to CDS.

As indirect Debentureholders, 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 in fully registered and certificated form (the “**Debenture Certificates**”) only if: (a) required to do so by applicable law; (b) the book-based system ceases to exist; (c) the Corporation or CDS advises the Debenture Trustee that CDS is no longer willing or able to continue as depository with respect to the Debentures and the Corporation has not appointed a successor depository; (d) the Corporation, at its option, decides to terminate the book-based system; or (e) after the occurrence of an Event of Default, 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-based system through CDS is no longer in their best interest, and provided that the Debenture Trustee has not waived the Event of Default in accordance with the terms of the Indenture.

Upon the termination of the book-based system on the occurrence of any of the events described in the immediately preceding paragraph, the Debenture Trustee must notify the beneficial owners of the Debentures, through CDS, of the availability through CDS of Debenture Certificates. Upon surrender by CDS of 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 Debentureholders under the Indenture.

Interest on the Debentures will be paid directly to CDS while the book-based system is in effect. If Debenture Certificates are issued, interest will be paid by cheque drawn on the Corporation and sent by prepaid mail to the registered holder by the Debenture Trustee or by such other means as may become customary for the payment of interest. Payment of principal, including payment in the form of Common Shares if applicable, and the interest due, at maturity or a redemption date, will be paid directly to CDS by the Debenture Trustee while the book-based system is in effect. If Debenture Certificates are issued, payment of principal, including payment in the form of Common Shares, if applicable, and interest due, at maturity or on a

redemption date, will be paid upon surrender thereof at any office of the Debenture Trustee or as otherwise specified in the Indenture.

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

Governing Law

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

Stability Rating

The Corporation has not asked for or received a stability rating, and the Corporation is not aware that it has received any other kind of rating, including a provisional rating, from one or more approved rating organizations for the Debentures.

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, 378,017,360 Common Shares are issued and outstanding as fully paid and non-assessable. As of December 31, 2021, 374,636,443 Common Shares were issued and outstanding. As at the date hereof and as of December 31, 2021, 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.

2020 Debentures

As at the date hereof, a total of \$75 million aggregate principal amount of the 2020 Debentures are outstanding. The 2020 Debentures bear interest at a rate of 5.75% per annum, payable semi-annually in arrears on July 31 and January 31 of each year, commencing on January 31, 2021, and will mature on January 31, 2026. The Corporation has the option to satisfy its obligations to pay on redemption or maturity, the principal amount of and premium (if any) on the 2020 Debentures, in whole or in part, by delivering freely tradeable Common Shares to holders of the 2020 Debentures. The amount of Common Shares required to satisfy such obligations will be the amount obtained by dividing the principal amount of the 2020 Debentures by 95% of the Current Market Price before the date fixed for redemption or maturity, as applicable.

2021 Debentures

As at the date hereof, a total of \$57.5 million aggregate principal amount of the 2021 Debentures were outstanding. The 2021 Debentures bear interest at a rate of 5.50% per annum, payable semi-annually in arrears on March 31 and September 30 of each year, commencing on September 30, 2021, and will mature on September 30, 2026. The Corporation has the option to satisfy its obligations to pay on redemption or maturity, the principal amount of and premium (if any) on the 2021 Debentures, in whole or in part, by delivering freely tradeable Common Shares to 2021 Debenture holders. The amount of Common Shares required to satisfy such obligations will be the amount obtained by dividing the principal amount of the 2021 Debentures by 95% of the Current Market Price before the date fixed for redemption or maturity, as applicable.

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 October 27, 2022, the Corporation announced that it would increase its quarterly dividend for Q4 2022 by 0.5% to \$0.002817 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 \$100,000,000 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 \$4,000,000 (\$4,600,000 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 \$15,000,000 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 \$115,000,000, \$4,600,000 and \$110,400,000, 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: (a) (i) 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 December 13, 2022), or (ii) 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; (b) 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 (c) 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 or the Concurrent Private Placement 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 TSX 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 January 9, 2023 or such other date as the Corporation and the Underwriters may agree, but in any event, not later than January 23, 2023.

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 Corporation has applied to list the Debentures and the Common Shares issuable on the conversion, redemption or maturity of the Debentures on the TSX. Listing will be subject to the Corporation fulfilling all of the listing requirements of the TSX. The Debentures are not currently listed on the TSX 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*”.

Except as otherwise stated herein, the Debentures will be issued in electronic form as book entry only and must be purchased or transferred through a Participant. See “*Description of the Debentures – Book-Based System for Debentures*”.

The Corporation has agreed that it will not, for a period of 90 days from the Closing Date, directly or indirectly, issue or sell any equity securities or debentures of the Corporation or any securities convertible or exchangeable into equity of the Corporation, including without limitation Common Shares, additional Debentures or traditional convertible debentures, without the prior written consent of the Lead Underwriter, except (i) for the Offering and the Concurrent Private Placement, (ii) for purposes of granting employee, consultant and director compensation and incentives, (iii) to satisfy currently outstanding instruments or agreements, (iv) acquisitions of shares or assets by the Corporation in the ordinary course of business of the Corporation or (v) pursuant to the Corporation’s existing stock option plan and equity incentive plan.

Neither the Debentures nor the Common Shares issuable upon the conversion, 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., CIBC World Markets Inc., National Bank Financial Inc., TD Securities Inc., BMO Nesbitt Burns Inc. and RBC Dominion Securities Inc. are affiliates of Canadian chartered banks that are lenders to the Corporation under certain credit facilities of the Corporation (collectively, the “**Credit Facilities**”) and to which the Corporation is currently indebted. Consequently, the Corporation may be considered a “connected issuer” of Scotia Capital Inc., TD Securities Inc., National Bank Financial Inc., RBC Dominion Securities Inc., CIBC World Markets Inc. and BMO Nesbitt Burns Inc. within the meaning of applicable Canadian securities legislation.

As of December 19, 2022, approximately \$1,350,807,825 of indebtedness in aggregate was outstanding to such lenders under the Credit Facilities. StorageVault is in compliance in all material respects with the terms and conditions of the Credit Facilities and no breach of the agreements establishing the Credit Facilities 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 Credit Facilities. The Credit Facilities 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., National Bank Financial Inc., RBC Dominion Securities Inc., CIBC World Markets Inc. and BMO Nesbitt Burns Inc. will receive its respective portion of the Underwriters’ Fee and the Placement Fee payable by the Corporation.

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
Stock Options ⁽¹⁾	December 20, 2021	6,835,000	\$6.31
Restricted Share Units ⁽²⁾	December 20, 2021	10,000	N/A
Deferred Share Units ⁽²⁾	December 20, 2021	26,023	N/A
Common Shares ⁽³⁾	January 15, 2022	65,733	\$6.6151746
Common Shares ⁽⁴⁾	January 21, 2022	3,356,560	\$6.554330333
Restricted Share Units ⁽²⁾	February 7, 2022	49,379	N/A
Common Shares ⁽⁵⁾	March 10, 2022	645,150	See (6) below
Restricted Share Units ⁽²⁾	March 28, 2022	216,889	N/A
Common Shares ⁽³⁾	April 18, 2022	67,461	\$6.6749766
Common Shares ⁽⁵⁾	June 28, 2022	5,000	\$3.98
Common Shares ⁽⁴⁾	June 30, 2022	814,686	\$6.137334527
Common Shares ⁽³⁾	July 15, 2022	85,727	\$5.63322291
Common Shares ⁽⁵⁾	August 19, 2022	11,000	\$3.98
Common Shares ⁽³⁾	October 17, 2022	87,579	\$5.27348046
Common Shares ⁽⁷⁾	December 12, 2022	94,421	N/A

Notes:

- (1) Issued pursuant to the Corporation's stock option plan.
- (2) Issued pursuant to the Corporation's equity incentive plan.
- (3) Issued pursuant to the DRIP.
- (4) Issued pursuant to an asset acquisition.
- (5) Issued pursuant to an exercise of stock options granted pursuant to the Corporation's stock option plan.
- (6) Exercise prices of \$0.33 per Common Share, \$0.41 per Common Share and \$0.50 per Common Share.
- (7) Issued pursuant to the vesting of restricted share units.

TRADING PRICE AND VOLUME**Common Shares**

The Common Shares are listed and posted for trading on the TSX under the symbol "SVI". On December 12, 2022, the last trading day prior to the public announcement of the Offering, the closing price of the Common Shares on the TSX was \$6.58 per Common Share. On December 16, 2022, the last trading day prior to the date hereof, the closing price of the Common Shares on the TSX was \$6.01 per Common Share. On January 26, 2022, the Corporation completed its graduation to the TSX and prior thereto the Common Shares were listed and posted for trading on the TSXV under the symbol "SVI".

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 and on the TSX for the periods indicated.

Period	High (\$)	Low (\$)	Volume
2021			
November	6.69	6.02	3,224,881
December	7.22	6.20	4,082,326
2022			
January ⁽¹⁾	7.39	6.19	3,898,936

Period	High (\$)	Low (\$)	Volume
February	7.10	6.27	4,233,555
March	7.04	6.19	6,772,468
April	7.00	6.44	3,752,777
May	6.95	5.50	16,281,657
June	6.67	5.35	8,256,950
July	6.77	5.59	5,525,522
August	6.98	6.06	4,187,187
September	6.16	5.49	6,337,505
October	6.40	5.28	18,834,066
November	6.82	5.91	13,264,347
December (1-16)	6.76	5.92	14,029,668

Note:

(1) On January 26, 2022, the Corporation completed its graduation to the TSX.

2020 Debentures

The 2020 Debentures are listed and posted for trading on the TSX under the symbol “SVI.DB”. On December 12, 2022, the last trading day prior to the public announcement of the Offering, the closing price of the 2020 Debentures on the TSX was \$95.00 per 2020 Debenture. On December 16, 2022, the last day the 2020 Debentures traded prior to the date hereof, the closing price of the 2020 Debentures on the TSX was \$96.25 per 2020 Debenture. On January 26, 2022, the Corporation completed its graduation to the TSX and prior thereto the 2020 Debentures were listed and posted for trading on the TSXV under the symbol “SVI.DB”.

The following table sets out the price range (monthly high and low prices) of the 2020 Debentures and consolidated volumes traded on the TSX for the periods indicated and on the TSXV for the periods indicated.

Period	High (\$)	Low (\$)	Volume
2021			
November	103.90	102.00	6,760
December	103.75	102.00	14,680
2022			
January ⁽¹⁾	103.00	101.75	7,770
February	103.00	101.75	8,050
March	102.750	101.20	7,300
April	102.700	99.00	9,800
May	100.50	97.00	9,690
June	99.50	95.24	31,180
July	99.00	96.50	10,700
August	100.25	98.20	8,120
September	99.00	93.75	7,070
October	95.68	92.50	4,890
November	98.00	92.50	6,610
December (1-16)	96.25	92.20	2,080

Note:

(1) On January 26, 2022, the Corporation completed its graduation to the TSX.

2021 Debentures

The 2021 Debentures are listed and posted for trading on the TSX under the symbol “SVI.DB.B”. On December 12, 2022, the last trading day prior to the public announcement of the Offering, the closing price of the 2021 Debentures on the TSX was \$91.15 per 2021 Debenture. On December 16, 2022, the last day the 2021 Debentures traded prior to the date hereof, the closing price of the 2021 Debentures on the TSX was \$93.50 per 2021 Debenture. On January 26, 2022, the Corporation completed its graduation to the TSX and prior thereto the 2021 Debentures were listed and posted for trading on the TSXV under the symbol “SVI.DB.B” from July 19, 2021 until January 25, 2022.

The following table sets out the price range (monthly high and low prices) of the 2021 Debentures and consolidated volumes traded on the TSX for the periods indicated and on the TSXV for the periods indicated.

<u>Period</u>	<u>High (\$)</u>	<u>Low (\$)</u>	<u>Volume</u>
2021			
November	102.95	101.55	15,260
December	102.70	101.25	12,260
2022			
January ⁽¹⁾	102.47	100.75	26,800
February	102.75	100.50	13,860
March	101.75	100.51	7,510
April	101.14	99.00	35,240
May	99.90	98.21	7,830
June	99.85	95.75	4,200
July	99.00	95.00	3,850
August	98.00	96.41	7,440
September	97.65	94.00	1,840
October	95.80	87.71	4,260
November	91.50	90.00	5,970
December (1-16)	93.50	91.00	6,150

Note:

(1) On January 26, 2022, the Corporation completed its graduation to the TSX.

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 Debentureholder 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 conversion, 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, as applicable, in the course of carrying on a business of trading or dealing in securities and has not acquired the Debentures or Common Shares, as applicable, 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 in the Tax Act, (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, (e) that has entered or will enter into a “derivative forward agreement” or “synthetic disposition arrangement” (each as defined in the Tax Act) in respect of the Debentures or Common

Shares, or (f) that would receive dividends on the Common Shares under or as part of a “dividend rental arrangement” (as defined in the Tax Act). Any such Holder should consult its own advisor with respect to an investment in the Debentures and the Common Shares. In addition, this summary does not address the deductibility of interest by a holder who has borrowed money or otherwise incurred debt in connection with the acquisition of Debentures or 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.

Holders Resident in Canada

The following portion of the summary is applicable to a Holder of Debentures and Common Shares who, at all relevant times, for purposes of the Tax Act, and any applicable income tax treaty or convention, is 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 Resident 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 any trust of which a corporation or a partnership is a beneficiary will be required to include in computing its income for a taxation year any interest on the Debentures (i) that accrues or that is deemed to accrue to it to the end of the particular taxation year, or (ii) that has become receivable by or is received by the Resident Holder before the end of that taxation year, including on conversion, redemption or maturity of the Debentures, except to the extent that such interest was included in computing 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 income for a taxation year all interest on the Debentures that is received or receivable by the Resident Holder in that taxation year (depending upon the method regularly followed by the Resident Holder in computing income), except to the extent that the 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 income for a taxation year any interest that accrues to the Resident Holder on the Debenture up to the end of any “anniversary day” (as defined in the Tax Act) in that year to the extent such interest was not otherwise included in the Resident Holder’s income for that year or a preceding taxation year.

A Resident Holder that is throughout the year a “Canadian-controlled private corporation” (as defined in the Tax Act) may be liable to pay an additional refundable tax on certain investment income, including interest income. Certain Tax Proposals are intended to extend this additional tax and refund mechanism in respect of “aggregate investment income” to “substantive

CCPCs” as defined in such Tax Proposals. Resident Holders are advised to consult their own tax advisors regarding the possible implications of these Tax Proposals in their particular circumstances.

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.

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 from the proceeds of sale of such Common Shares by the Debenture Trustee. If the Corporation was to satisfy an Interest Obligation in this manner, the Canadian federal income tax consequences to a Resident Holder would not differ from those described above.

Exercise of the Conversion Privilege

A Resident Holder of Debentures that converts a Debenture into Common Shares (or Common Shares and cash in lieu of a fraction of a Common Share) pursuant to the conversion privilege will be deemed not to have disposed of the Debenture, and accordingly, will not be considered to realize a capital gain (or capital loss) on such conversion.

Under the current administrative practice of the CRA, a Resident Holder who, upon conversion of a Debenture, receives cash not in excess of \$200 in lieu of a fraction of a Common Share may either treat this amount as proceeds of disposition of a portion of the Debenture, thereby realizing a capital gain (or a capital loss), or reduce the adjusted cost base of the Common Shares that the Resident Holder receives upon conversion by the amount of the cash received.

The aggregate cost to a Resident Holder of the Common Shares acquired upon exercise of such holder’s right to convert a Debenture generally will be equal to the aggregate of the adjusted cost base to the Resident Holder of the Debenture immediately before the conversion, minus any reduction of adjusted cost base for cash received in lieu of fractional shares as discussed above. Generally, the adjusted cost base to a Resident Holder of Common Shares at any time will be determined by averaging the cost of such Common Shares with the adjusted cost base of any other Common Shares owned by the Resident Holder as capital property at such time.

Upon conversion of a Debenture, interest thereon will be included in computing the income of the Resident Holder as described above under “*Holders Resident in Canada – Taxation of Interest on Debentures*”.

Other Disposition of Debentures

A disposition or deemed disposition of a Debenture by a Resident Holder, including a redemption, payment on maturity or purchase for cancellation (but not including by the conversion of a Debenture into Common Shares pursuant to the Resident Holder’s conversion privilege as described above), generally will result in the Resident Holder realizing a capital gain (or a capital loss) equal to the amount by which the 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 aggregate of the adjusted cost base to the Resident Holder thereof and any reasonable costs of disposition. Such capital gain (or capital loss) will be subject to the tax treatment described below under “*Holders Resident in Canada – 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 to the Resident Holder, the Resident Holder’s proceeds of disposition will be equal to the fair market value, at the time of disposition of the Debenture, of the Common Shares and any other consideration so received, but not including amounts in respect of interest, as described below. The Resident Holder’s adjusted cost base of the Common Shares so received will be equal to the fair market value of such Common Shares. For the purposes of determining the adjusted cost base to a Resident Holder of Common Shares so received at any time, the cost of such Common Shares will be determined by averaging the cost of such Common Shares with the adjusted cost base of any other Common Shares owned by the Resident Holder as capital property at that time.

Upon a disposition or deemed disposition of a Debenture, interest thereon will be included in computing the income of the Resident Holder as described above under “*Holders Resident in Canada – Taxation of Interest on Debentures*”, except to the extent that such amount was included in the Resident Holder’s income for the taxation year or a preceding taxation year, and will be excluded in computing the Resident Holder’s proceeds of disposition of the Debenture.

Receipt of Dividends on Common Shares

Dividends received or deemed to be received on Common Shares held by a Resident Holder will be included in the Resident Holder’s income for the purposes of the Tax Act.

Such dividends received by a Resident Holder that is an individual (including most trusts) will be subject to the gross-up and dividend tax credit rules in the Tax Act normally applicable to dividends received from taxable Canadian corporations, including the enhanced gross-up and dividend tax credit in respect of dividends designated by the Corporation as “eligible dividends”.

Taxable dividends received by a Resident Holder who is an individual (other than certain trusts) may result in such Resident Holder being liable for alternative minimum tax under the Tax Act. Resident Holders who are individuals should consult their own tax advisors in this regard.

A Resident Holder that is a corporation is required to include such dividends in computing its income and generally will be entitled to deduct the amount of such dividends in computing its taxable income. In certain circumstances, subsection 55(2) of the Tax Act will treat a taxable dividend received by a holder that is a corporation as proceeds of a disposition or as a capital gain. The Tax Act imposes a refundable tax on dividends received (or deemed to be received) in a taxation year by Resident Holders that are either “private corporations” or “subject corporations”. Resident Holders that are either “private corporations” or “subject corporations” should consult their tax advisors in this regard.

Disposition of Common Shares

A disposition or a deemed disposition of a Common Share by a Resident Holder (except to the Corporation, other than a purchase by the Corporation in the open market if the Corporation acquired the Common Shares in the manner in which shares would normally be purchased by any member of the public in the open market) will generally result in the Resident Holder realizing a capital gain (or a capital loss) equal to the amount by which the proceeds of disposition of the Common Share exceeds (or are less than) the aggregate of the adjusted cost base to the Resident Holder thereof and any reasonable costs of disposition. Such capital gain (or capital loss) will be subject to the tax treatment described below under “*Holders Resident in Canada – 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 in excess of taxable capital gains realized in a taxation year generally may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized in such years, to the extent and under the circumstances described in the Tax Act.

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 prescribed 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, directly or indirectly, through a partnership or a trust.

A Resident Holder that is, throughout the relevant taxation year, a “Canadian-controlled private corporation”, as defined in the Tax Act, may be liable to pay a refundable tax on certain investment income, including taxable capital gains. Certain Tax Proposals are intended to extend this additional tax and refund mechanism in respect of “aggregate investment income” to

“substantive CCPCs” as defined in such Tax Proposals. Resident Holders are advised to consult their own tax advisors regarding the possible implications of these Tax Proposals in their particular circumstances.

Capital gains realized by an individual (including certain trusts) may give rise to liability for alternative minimum tax as calculated under the detailed rules set out in the Tax Act. Resident Holders who are individuals should consult their own tax advisors in this regard.

Holders Not Resident in Canada

The following portion of the summary applies to a Holder who, at all relevant times, for the purposes of the Tax Act and any applicable income tax treaty or convention (i) is neither resident nor deemed to be resident in Canada, (ii) does not, and is not deemed to, use or hold the Debentures or Common Shares, in carrying on a business in Canada, (iii) is entitled to receive all payments (including interest and principal) in respect of a Debenture, or Common Share, and (iv) deals at arm’s length with any transferee that is resident in Canada and to whom the Holder disposes of a Debenture (a “**Non-Resident Holder**”). In addition, this discussion does not apply to an insurer who carries on an insurance business in Canada and elsewhere or an “authorized foreign bank” (as defined in the Tax Act) or a Non-Resident Holder that is, or does not deal at arm’s length for purposes of the Tax Act with, a “specified shareholder” (as defined in subsection 18(5) of the Tax Act) of the Corporation.

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 for purposes 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. See “*Holders Not Resident in Canada – Taxation of Interest on Debentures*” and “*Risk Factors – Withholding and Participating Debt Interest*”. Any such Non-Resident Holder should consult its own tax advisor for advice with respect to the tax consequences of such assignment or transfer.

Taxation of Interest on Debentures

A Non-Resident Holder will generally not be subject to Canadian withholding tax in respect of amounts paid or credited 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. See “*Risk Factors – Withholding and Participating Debt Interest*”.

Exercise of Conversion Privilege

Generally, the conversion of a Debenture into only Common Shares on the exercise of a conversion privilege by a Non-Resident Holder will be deemed not to constitute a disposition of the Debenture, and, accordingly, a Non-Resident Holder will not recognize a gain or loss on such conversion (even if the Debenture constitutes “taxable Canadian Property” of the Non-Resident Holder at the time of the conversion; however, if the Debenture constitutes “taxable Canadian property” to a particular Non-Resident Holder, the Common Shares acquired on the exchange will be deemed to be “taxable Canadian property” to such Non-Resident Holder for a period of 60 months after the exchange). On the conversion of a Debenture by a Non-Resident Holder into Common Shares and cash in lieu of a fraction of such Common Shares, if such Common Shares constitute “taxable Canadian property” to the Non-Resident Holder, as discussed below, and if the value of such cash does not exceed \$200, under the current administrative practice of the CRA, the Non-Resident Holder may choose to (i) treat this amount as proceeds of disposition and calculate and report a gain or loss and pay tax in Canada subject to relief under the Tax Treaty, or (ii) reduce, by the amount of cash received, the adjusted cost base of such Common Shares received.

Disposition of Debentures and 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 or deemed disposition of a Debenture or Common Share unless the Non-Resident Holder’s Debentures or Common Shares, as the case may be, are, or are deemed to be, “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 tax treaty between Canada and the country of residence of the Non-Resident Holder. See the section below entitled “*Taxable Canadian Property*”.

Receipt of Dividends on Common Shares

Where a Non-Resident Holder receives or is deemed to receive a dividend on Common Shares, the amount of such dividend will be subject to Canadian withholding tax at the rate of 25% of the gross amount of the dividend unless the rate is reduced under the provisions of an applicable income tax convention between Canada and the Non-Resident Holder's country of residence. For instance, where the Non-Resident Holder is a resident of the United States that is entitled to benefits under the Canada-United States Income Tax Convention (1980) as amended, and is the beneficial owner of the dividends, the rate of Canadian withholding tax applicable to dividends generally will be reduced to 15%.

Taxable Canadian Property

Provided the Common Shares are listed on a designated stock exchange (which currently includes the TSX) at the time of disposition, the Debentures and Common Shares generally will not constitute taxable Canadian property of a Non-Resident Holder, unless, at any time during the 60-month period preceding the disposition, (i) one or any combination of (a) the Non-Resident Holder, (b) persons not dealing at arm's length with such Non-Resident Holder for purposes of the Tax Act, 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 property situated in Canada; (b) "Canadian resource properties"; (c) "timber resource properties." and (d) options in respect of, or interests in or rights in property described in (a) to (c) (as such terms are defined in the Tax Act).

Notwithstanding the foregoing, in certain circumstances set out in the Tax Act, Common Shares which are not otherwise taxable Canadian property could be deemed to be taxable Canadian property. A Non-Resident Holder whose Common Shares are taxable Canadian property should consult their own tax advisors with respect to the consequences of disposing of such securities.

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.

Concurrent Private Placement

The Offering and the Concurrent Private Placement are cross conditional. The Concurrent Private Placement may not close for a variety of reasons, including if the conditions to the closing of the same are not satisfied or waived, some of which are not within the control of the Corporation. In addition, even if the Concurrent Private Placement closes, it may not be on the terms or the timing currently expected or to the satisfaction of the Underwriters. If the Concurrent Private Placement does not close or if it is completed but the terms or timing are different than expected, it could have an adverse effect on the Corporation's future plans. If any of these events are to occur, the Corporation may be required to seek additional funding, which may or may not be available on acceptable terms or at all.

Use of Proceeds of the Offering and the Concurrent Private Placement

StorageVault currently intends to allocate the net proceeds received from the Offering and the Concurrent Private Placement 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, including the 2020 Debentures and the 2021 Debentures, 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 September 30, 2022, the debt of the Corporation and its subsidiaries totaled \$1,514,353,414.

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 the Debentureholder upon redemption or maturity of the Debentures. The Indenture will not contain any provision specifically intended to protect the Debentureholders 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 the Debentureholders 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 the Debentureholders 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

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 the Debentureholders 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 the Debentureholders 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 Debentureholders 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.

The Debentureholders may not be able to determine when a Change of Control 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 Debentureholder 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

Except as otherwise stated herein, the Debentures will be issued in electronic form as book entry only. 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 Debentureholders 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 Debentureholders to the extent that such holders of the Debentures maintain a significant interest in the Debentures. Such Debentureholders may not have the same interests in outcomes as other Debentureholders.

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 Debentureholders, Debentureholders 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 Debentureholders 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 are not redeemable prior to March 31, 2026, except upon the satisfaction of certain conditions after a Change of Control has occurred. On or after March 31, 2026 and prior to March 31, 2027, the Debentures may be redeemed by the Corporation, in whole or in part, at a redemption price equal to par plus accrued and unpaid interest, provided that the Current Market Price prior to the date on which notice of redemption is given is at least 125% of the Conversion Price. On and after March 31, 2027, and prior to the Maturity Date, the Debentures may be redeemed by the Corporation, in whole or in part, at a redemption price equal to par plus accrued and unpaid interest. Debentureholders 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 – Redemption*".

Possible Dilutive Effects on Holders of Common Shares

The Corporation may issue Common Shares upon conversion, redemption or maturity of the Debentures. Additionally, the Corporation may issue Common Shares in connection with the payment of interest on the Debentures. Accordingly, holders of Common Shares may suffer dilution in connection with the Offering and the Concurrent Private Placement.

Debentureholders will only have the rights of an equity holder upon conversion, redemption or maturity of the Debentures

The Corporation may issue Common Shares upon conversion, redemption or maturity of the Debentures rather than the payment of cash, if such option is exercised by the Corporation, Debentureholders 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 Debentureholders 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 Debentureholders resident in Canada, or to Debentureholders not resident in Canada 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.

Withholding and Participating Debt Interest

The Tax Act does not generally impose withholding tax on interest paid or credited to non-residents of Canada with whom the payor deals at arm's length. However, Canadian withholding tax does apply to payments of "participating debt interest", which is defined in the Tax Act as interest that is paid on an obligation where all or any portion of such interest is contingent or dependent on the use of or production from property in Canada or is computed by reference to revenue, profit, cash flow, commodity price or any similar criterion.

Under the Tax Act, when a debenture or other debt obligation issued by a person resident in Canada is assigned or otherwise transferred by a non-resident person to a person resident in Canada (which would include a conversion or exchange of the obligation, and a redemption or payment on maturity), the amount, if any, by which the price for which the obligation was assigned or transferred exceeds the price for which the obligation was issued is deemed to be a payment of interest on that obligation made by the person resident in Canada to the non-resident (an "**Excess**").

The deeming rule does not apply in respect of certain "excluded obligations" (as defined in the Tax Act), although it is not clear whether a particular Debenture would qualify as an excluded obligation. If a Debenture is not an excluded obligation, the issues that arise are whether any such Excess is treated as participating debt interest, and if so, whether that results in all interest on the obligation being considered to be participating debt interest.

The CRA has stated that it would not consider the Excess to be participating debt interest, provided that the convertible debenture in question satisfied the requirements of a "standard convertible debenture" (as that term was defined in a letter from the Joint Committee on Taxation of the Canadian Bar Association and the Canadian Institute of Chartered Accountants dated May 10, 2010), and therefore there would be no withholding tax in such circumstances (provided generally that the payor and payee deal at arm's length for purposes of the Tax Act). The Corporation believes that the Debentures should generally meet the criteria set forth in the CRA's statement. However, the application of CRA's published guidance to the Debentures is uncertain and there is a risk that CRA could take the position that amounts paid or payable to a Non-Resident Holder of Debentures on account of interest or any Excess may be subject to Canadian withholding tax at a rate of 25% (subject to any reduction in accordance with any applicable income tax treaty).

Investment Eligibility

The Corporation will endeavour to ensure that the Debentures continue to be qualified investments for trusts governed by RRSFs, 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 issue Common Shares upon conversion, redemption or maturity of the Debentures 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.

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. The trustee for the Debentures, the 2020 Debentures and the 2021 Debentures is TSX Trust Company at its principal office in Toronto, Ontario.

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 December 16, 2022 (the "**Decision**"), the Corporation was granted temporary relief from the requirement to file with the preliminary short form prospectus a French language version of the 2022 Circular, which document is incorporated by reference in this short form prospectus, provided that such document in the French language version is filed no later than the time of filing of the final short form prospectus. Also on December 16, 2022, the AMF granted the Corporation permanent relief from the requirement to file a French language version of the Corporation's 2022 Amended Stock Option Plan, 2022 Amended Equity Incentive Plan and the Charter of the Board of Directors, all set forth as exhibits in the 2022 Circular. On June 30, 2021, the AMF granted the Corporation 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: December 19, 2022

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) "*Benjamin Harris*"

Benjamin Harris
Director

CERTIFICATE OF UNDERWRITERS

Date: December 19, 2022

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) "*Charles Vineberg*"
Managing Director

CIBC WORLD MARKETS INC.

(Signed) "*Jeff Appleby*"
Managing Director

**NATIONAL BANK FINANCIAL
INC.**

(Signed) "*Andrew Wallace*"
Managing Director

TD SECURITIES INC.

(Signed) "*Derek Dermott*"
Managing Director

BMO NESBITT BURNS INC.

(Signed) "*Michael Brodie*"
Managing Director

RBC DOMINION SECURITIES INC.

(Signed) "*William Wong*"
Managing Director

CANACCORD GENUITY CORP.

(Signed) "*Dan Sheremeto*"
Director

CORMARK SECURITIES INC.

(Signed) "*Chris Shaw*"
Chief Executive Officer

RAYMOND JAMES LTD.

(Signed) "*Onorio Lucchese*"
Managing Director