No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise. This prospectus supplement, together with the accompanying short form base shelf prospectus to which it relates dated July 22, 2025, as amended or supplemented, and each document incorporated by reference into the short form base shelf prospectus and into this prospectus supplement, constitutes a public offering of these securities only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities.

*These securities have not been and will not be registered under the United States Securities Act of 1933, as amended, (the "**U.S. Securities Act**"), or any state securities laws and may not be offered or sold in the United States except in compliance with an exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, the securities will only be offered and sold within the U.S. only pursuant to Rule 144A under the U.S. Securities Act and similar exemptions under applicable state securities laws. This prospectus supplement does not constitute an offer to sell or a solicitation of an offer to buy any of these securities in the United States. See "Plan of Distribution".*

***Information has been incorporated by reference in this prospectus supplement 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 Diversified Royalty Corp. at Suite 330 - 609 Granville Street, PO Box 10033, Vancouver, British Columbia V7Y 1A1, Telephone: (604) 235-3146, and are also available electronically at www.sedarplus.ca.*

PROSPECTUS SUPPLEMENT
TO THE SHORT FORM BASE SHELF PROSPECTUS DATED JULY 22, 2025

New Issue February 4, 2026

DIVERSIFIED
ROYALTY CORP

DIVERSIFIED ROYALTY CORP.

$60,000,000

5.75% Convertible Unsecured Subordinated Debentures

This prospectus supplement (the "**Prospectus Supplement**"), together with the accompanying short form base shelf prospectus dated July 22, 2025 (the "**Prospectus**"), qualifies the distribution (the "**Offering**") of $60,000,000 aggregate principal amount of 5.75% convertible unsecured subordinated debentures (the "**Initial Debentures**") of Diversified Royalty Corp. ("**DIV**" or the "**Corporation**"), as well as the 5.75% convertible unsecured subordinated debentures of the Corporation issuable under the Over-Allotment Option (as defined below) (the "**Over-Allotment Debentures**" and, collectively with the Initial Debentures, the "**Debentures**") at a price of $1,000 per Debenture (the "**Offering Price**"). The Debentures will bear interest at an annual rate of 5.75%, payable in Canadian dollars semi-annually in arrears, on March 31 and September 30 in each year, commencing on September 30, 2026 (each an "**Interest Payment Date**"). The September 30, 2026 interest payment will represent accrued interest from and including the initial closing of the Offering, to but excluding September 30, 2026. The Debentures mature on March 31, 2031 (the "**Maturity Date**"). Further particulars concerning the attributes of the Debentures are set out under "*Description of the Debentures*".

Debenture Conversion Privilege

Each Debenture will be convertible into freely tradeable (as defined herein) common shares ("**Common Shares**") of the Corporation at the option of the holder thereof (the "**Debentureholders**") at any time prior to the close of business on the earliest of the business day immediately preceding: (i) the Maturity Date; (ii) if called for redemption, the date specified by the Corporation for redemption of the Debentures, at a conversion price of $5.35 per Common Share (the "**Conversion Price**"), being a conversion rate of approximately 186.9159 Common Shares per $1,000 principal amount of Debentures, subject to adjustment in certain events as described in the trust indenture between the Corporation and Computershare Trust Company of Canada (the "**Debenture Trustee**") dated November 7, 2017 (the "**Initial Indenture**") as amended and supplemented by a first supplemental indenture dated March 30, 2022 (the "**First Supplemental Indenture**") and a second supplemental indenture to be dated as of the Closing Date (as defined below) between the Corporation and the Debenture Trustee (the "**Second Supplemental Indenture**", and the Initial Indenture as so amended and supplemented by the First Supplemental Indenture and the Second Supplemental Indenture, the "**Indenture**") governing the terms of the Debentures; and (iii) the payment date in the event the Corporation is required to repurchase the Debentures upon a Change of Control (as defined herein). Debentureholders converting their Debentures will receive accrued and unpaid interest on such Debentures for the period from and including the last interest payment date (or the date of issue of the Debentures if there has not yet been an interest payment date) to, but excluding, the date of conversion. 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*".

The Debentures are not redeemable prior to March 31, 2029, except upon the satisfaction of certain conditions after a Change of Control has occurred. After March 31, 2029, and prior to March 31, 2030, provided that the Current Market Price (as defined herein) as of the date on which the notice of redemption is given is not less than 125% of the Conversion Price in respect of the Debentures, the Debentures may be redeemed by the Corporation, in whole or in part, at a redemption price equal to the principal amount thereof plus accrued and unpaid interest, if any, up to but excluding the date of redemption. On and after March 31, 2030 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 the principal amount thereof 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 and stock exchange approvals and provided that no Event of Default (as defined herein) has occurred and is continuing, elect to satisfy its obligation to pay, in whole or in part, the principal amount of the Debentures that are to be redeemed or upon maturity, 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 and stock exchange approvals, 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*".

Price: $1,000 per Initial Debenture

	Price to Public(1)	**Underwriters' Fee(2)(3)**	**Net Proceeds to the Corporation(4)**
Per Initial Debenture...	$1,000	$40.00	$960.00
Total…………………	$60,000,000	$2,400,000	$57,600,000

Notes:

(1) The Offering Price was determined by negotiation between CIBC (as defined below), on behalf of the Underwriters, and the Corporation, with reference to the prevailing market price of the Common Shares on the Exchange (as defined below) and other factors.

(2) The Corporation has agreed to pay the Underwriters a fee of $40.00 per Debenture, or 4.0% of the gross proceeds from the sale of the Debentures (the "**Underwriters' Fee**").

(3) The Corporation has granted to the Underwriters an over-allotment option, exercisable in whole or in part at any time not later than the 30th day following the Closing Date, to purchase up to $9,000,000 aggregate principal amount of Over-Allotment Debentures, on the same terms as set out above, to cover over-allotments, if any, and for market stabilization purposes (the "**Over-Allotment Option**"). If the Over-Allotment Option is exercised in full, the total aggregate "Price to the Public", "Underwriters' Fee" and "Net Proceeds to the Corporation" (before deducting expenses of the Offering) will be $69,000,000, $2,760,000 and $66,240,000, respectively. This Prospectus Supplement, together with the Prospectus, qualifies the grant of the Over-Allotment Option and the issuance of the Debentures issuable upon exercise of the Over-Allotment Option. A purchaser who acquires Debentures forming part of the Underwriters' over-allocation position acquires those Debentures under this Prospectus Supplement and the Prospectus, regardless of whether the over-allocation position is ultimately filled through the exercise of the Over-Allotment Option or secondary market purchases. See "*Plan of Distribution*".

(4) Before deducting expenses of the Offering which are estimated to be $640,000. The Corporation will pay these expenses and the Underwriters' Fee from the net proceeds of the Offering.

The Corporation was incorporated under the laws of Canada on July 29, 1992 and continued under the laws of British Columbia on October 15, 2020. The Corporation is a multi-royalty corporation, engaged in the business of acquiring top-line royalties from well-managed multi-location businesses and franchisors in North America. The Corporation's objective is to acquire predictable, growing royalty streams from a diverse group of multi-location businesses and franchisors. The principal and head office of the Corporation is located at Suite 330 – 609 Granville Street, PO Box 10033, Vancouver, British Columbia V7Y 1A1. The Corporation's registered office is located at 25th Floor, 700 West Georgia Street, Vancouver, British Columbia V7Y 1B3.

The outstanding Common Shares of the Corporation and the 6.00% convertible unsecured subordinated debentures of the Corporation due June 30, 2027 (the "**2027 Debentures**") are traded on the Toronto Stock Exchange (the "**Exchange**") under the symbols "DIV" and "DIV.DB.A", respectively. The Corporation has applied to list the Debentures and the Common Shares issuable upon conversion of the Debentures on the Exchange. Listing is subject to the Corporation fulfilling all the listing requirements of the Exchange. On January 30, 2026, the business day immediately preceding the date of the announcement of the Offering, the closing price of the Common Shares on the Exchange was $3.88 and the closing price of the outstanding 2027 Debentures on the Exchange was $102.04. On February 3, 2026, the last business day prior to the filing of this Prospectus Supplement, the closing price of the Common Shares on the Exchange was $4.05 and the closing price of the 2027 Debentures on the Exchange was $102.92.

There is currently no market through which the Debentures may be sold and purchasers may not be able to resell Debentures purchased under this Prospectus Supplement. 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. See "*Risk Factors*".

Information about the right to withdraw or rescind from an agreement to purchase securities is provided under "*Statutory and Contractual Rights of Rescission and Statutory Rights of Withdrawal*".

The following table sets out the Over-Allotment Option that has been issued to the Underwriters:

Underwriters' Position	Maximum Number of Securities Available	Exercise Period	Exercise Price
Over-Allotment Option	$9,000,000 principal amount of Debentures	Not later than the 30th day following the Closing Date	$1,000 per Debenture

The Offering is being made pursuant to an underwriting agreement dated February 4, 2026 (the "**Underwriting Agreement**") among the Corporation, on the one hand, and CIBC World Markets Inc. ("**CIBC**"), as sole bookrunner, Desjardins Securities Inc. (together with CIBC, the "**Co-Lead Underwriters**"), Canaccord Genuity Corp., National Bank Financial Inc., Scotia Capital Inc., ATB Capital Markets Corp., BMO Nesbitt Burns Inc., iA Private Wealth Inc. and Raymond James Ltd. (collectively, the "**Underwriters**"), on the other hand.

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 referred to under "*Plan of Distribution*" and subject to approval of certain legal matters on behalf of the Corporation by Osler, Hoskin & Harcourt LLP and as to certain legal matters on behalf of the Underwriters by Stikeman Elliott LLP. The Corporation has been advised by the Underwriters that, in connection with the Offering, the Underwriters may effect transactions intended to stabilize or maintain the market price of the Debentures at levels other than those which might otherwise prevail in the open market. Those transactions, if commenced, may be discontinued at any time. **The Underwriters may offer the Debentures at a lower price than the Offering Price. See "Plan of Distribution".**

The Canadian chartered bank affiliates of CIBC and BMO Nesbitt Burns Inc. have acted as lenders to make credit facilities available to the Corporation and certain subsidiaries of the Corporation. In addition, the Canadian chartered bank affiliate of BMO Nesbitt Burns Inc., Air Miles Loyalty Inc. ("**Loyalty**"), is a royalty partner of the Corporation and licenses the AIR MILES® Rights (as defined below) from a subsidiary of the Corporation. **Accordingly, under applicable Canadian securities laws, the Corporation may be considered a "connected issuer" to CIBC and BMO Nesbitt Burns Inc. See "*Plan of Distribution – Relationship of the Corporation and Certain Underwriters*".**

Subscriptions for the 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. The Debentures will be issued electronically through the non-certificated inventory system and held by, or on behalf of, CDS Clearing and Depository Services Inc. ("**CDS**") or its successor (collectively, the "**Depository**"), as custodian for the direct and indirect participants of the Depository. The purchaser of Debentures will receive only a customer confirmation from a registered dealer that is a participant in the CDS depository service and from or through which the Debentures are purchased. The closing of the Offering is expected to occur on or about February 9, 2026 (the "**Closing Date**") or such other date as may be agreed upon by the Corporation and CIBC.

The Corporation's ability to pay interest and cash dividends and the actual amount of such interest and cash dividends will depend on a number of factors, including, among others, the financial performance of the Corporation's Royalty Partners (as defined below), debt covenants and other contractual obligations, interest rates, working capital requirements, future capital requirements, foreign currency changes that are not hedged, and the Corporation's ability to complete future acquisitions. The Corporation may be required to supplement its interest payments or cash dividends from working capital. In addition, the market value of the Debentures and/or the Common Shares may decline if the Corporation is unable to meet its interest obligations and/or cash dividend targets in the future. See "*Risk Factors*" and "*Dividend Policy*".

An investment in the securities of the Corporation being offered hereunder is speculative and involves a significant degree of risk and is appropriate only for investors who have the capacity to absorb a loss of all of their investment. The risk factors identified under the heading "Risk Factors" in this Prospectus Supplement and in other documents incorporated herein by reference should be carefully reviewed and evaluated by prospective investors before purchasing the securities being offered hereunder. Potential investors are advised to consult their own legal counsel and other professional advisors in order to assess legal, tax and other aspects of an investment in the securities being offered hereunder.

No person is authorized by the Corporation or the Underwriters to provide any information or to make any representation other than as contained in this Prospectus Supplement and the Prospectus in connection with the issue and sale of the securities offered hereunder.

Unless otherwise indicated, references in this Prospectus Supplement to "$" or "dollars" are to Canadian dollars.

Garry Herdler, a director of the Corporation, resides outside of Canada and has appointed the Corporation at its head office at Suite 330 – 609 Granville Street, PO Box 10033, Vancouver, British Columbia, Canada V7Y 1A1 as his agent for service of process in Canada. 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 the party has appointed an agent for service of process.

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DOCUMENTS INCORPORATED BY REFERENCE

Information has been incorporated by reference in this Prospectus Supplement and the Prospectus from documents filed with securities commissions or similar authorities in Canada. Copies of the documents incorporated herein by reference or a copy of the permanent information record may be obtained on request without charge from the Chief Financial Officer of Diversified Royalty Corp., Suite 330 – 609 Granville Street, PO Box 10033, Vancouver, British Columbia V7Y 1A1 or by accessing the disclosure documents available through the Internet on the System for Electronic Data Analysis and Retrieval + ("**SEDAR+**"), which can be accessed at www.sedarplus.ca.

This Prospectus Supplement is incorporated by reference into the Prospectus as of the date hereof and only for the purposes of the distribution of the Debentures offered hereby. Other documents are also incorporated or deemed to be incorporated by reference into the Prospectus and reference should be made to the Prospectus for full details. See "*Documents Incorporated by Reference*" in the Prospectus.

The following documents of the Corporation, filed with the securities commissions or similar authorities in each of the provinces and territories of Canada, except Quebec, are specifically incorporated by reference into and form an integral part of this Prospectus Supplement and the Prospectus, provided that such documents are not incorporated by reference to the extent that their contents are modified or superseded by a statement contained in this Prospectus Supplement, the Prospectus or in any subsequently filed document that is also incorporated by reference in this Prospectus Supplement or the Prospectus, as further described below:

(a) the annual information form of the Corporation dated March 24, 2025 for the year ended December 31, 2024 (the "**AIF**");

(b) the audited annual consolidated financial statements of the Corporation for the years ended December 31, 2024 and December 31, 2023, together with the auditors' report thereon and the notes thereto (the "**Annual Financial Statements**");

(c) the management's discussion and analysis of the Corporation for the three months and year ended December 31, 2024;

(d) the unaudited interim condensed consolidated financial statements of the Corporation for the three and nine months ended September 30, 2025 and September 30, 2024 (the "**Interim Financial Statements**");

(e) the management's discussion and analysis of the Corporation for the three and nine months ended September 30, 2025 (the "**Interim MD&A**");

(f) the audited annual financial statements of Mr. Lube + Tires for the years ended December 31, 2024 and December 31, 2023, together with the auditors' report thereon and the notes thereto;

(g) the management's discussion and analysis of Mr. Lube + Tires for the three months and year ended December 31, 2024;

(h) the unaudited interim condensed consolidated financial statements of Mr. Lube + Tires for the three and nine months ended September 30, 2025 and September 30, 2024;

(i) the management's discussion and analysis of Mr. Lube + Tires for the three and nine months ended September 30, 2025;

(j) the management information circular of the Corporation dated May 8, 2025 issued in connection with the annual general meeting of the Shareholders held on June 19, 2025;

(k) the material change report of the Corporation dated June 23, 2025 with respect to the acquisition of the Cheba Hut Rights from Cheba Hut (the "**Cheba Hut Rights Acquisition**") and the Board's approval of an amendment to the Corporation's dividend policy to increase its annualized dividend from $0.2500 per Common Share to $0.2750 per Common Share;

(l) the material change report of the Corporation dated November 17, 2025 with respect to the Board's approval of an increase to the Corporation's dividend from $0.02292 per Common Share per month ($0.275 per Common Share on an annualized basis) to $0.02375 per Common Share per month ($0.285 per Common Share on an annualized basis) effective December 2025;

(m) the material change report of the Corporation dated January 26, 2026 with respect to the amendment agreement with Loyalty and a Canadian chartered bank to amend the terms of the AIR MILES® Marks License and the AIR MILES® Scheme License pursuant to which the AIR MILES® Rights are licensed;

(n) the material change report of the Corporation dated February 2, 2026 with respect to the Offering;

(o) the "template version" (as such term is defined in National Instrument 41-101 – *General Prospectus Requirements* of the Canadian Securities Administrators) of: (i) the term sheet for the Offering dated and filed February 2, 2026 (the "**Original Term Sheet**"); and (ii) the term sheet for the Offering dated and filed subsequent to the Original Term Sheet on February 3, 2026 to reflect an upsizing of the Offering (the "**Revised Term Sheet**" and together with the Original Term Sheet, the "**Term Sheet**"); and

(p) the material change report of the Corporation dated February 4, 2026 with respect to an upsizing of the Offering.

Any material change reports (excluding confidential material change reports), business acquisition reports, annual information forms, interim financial statements, annual financial statements and the auditors' report thereon, management's discussion and analysis of financial condition and results of operations in respect of the periods covered by such interim or annual financial statements and management information circulars (excluding those portions that are not required pursuant to National Instrument 44-101 – *Short Form Prospectus Distributions* of the Canadian Securities Administrators ("**NI 44-101**") to be incorporated by reference herein) and all other documents of the type required by NI 44-101, which are filed by the Corporation with a securities commission or similar authority in any of the provinces and territories of Canada, except Quebec after the date of this Prospectus Supplement and prior to the termination of the Offering, shall be deemed to be incorporated by reference into this Prospectus Supplement and the Prospectus.

Any statement contained in this Prospectus Supplement, the Prospectus or in a document incorporated or deemed to be incorporated by reference in this Prospectus Supplement or the Prospectus shall be deemed to be modified or superseded, for purposes of this Prospectus Supplement and the Prospectus, to the extent that a statement contained herein or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes that statement. Any such 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 considered in its unmodified or unsuperseded form to constitute part of this Prospectus Supplement or the Prospectus; rather only such statement as so modified or superseded shall be considered to constitute part of this Prospectus Supplement and the Prospectus.

Neither the Corporation nor the Underwriters have provided, or otherwise authorized any other person to provide, investors with information other than as contained or incorporated by reference in this Prospectus Supplement or the Prospectus. If an investor is provided with different or inconsistent information, he or she should not rely on it.

MARKETING MATERIALS

The Term Sheet is specifically incorporated by reference into this Prospectus Supplement as of the date of this Prospectus Supplement. Any "template version" of any "marketing materials" (as such terms are defined under applicable Canadian securities laws) that are utilized by the Underwriters in connection with the Offering are not part of this Prospectus Supplement or the Prospectus to the extent that the contents of the template version of the marketing materials has been modified or superseded by a statement contained in this Prospectus Supplement. Any template version of any marketing material that has been, or will be, filed on SEDAR+ before termination of the distribution under the Offering (including any amendments to, or an amended version of, any template version of any marketing materials) is deemed to be incorporated into this Prospectus Supplement.

The Term Sheet can be viewed under the Corporation's profile on SEDAR+ at www.sedarplus.ca.

EXCHANGE RATE INFORMATION

The following table sets forth, for the periods indicated, the high, low, average and indicative rates of exchange for US$1.00, expressed in Canadian dollars, published by the Bank of Canada:

	Nine Months Ended September 30,		**Twelve Months Ended December 31,**		
	2025	**2024**	**2024**	**2023**	**2022**
	($)	**($)**	**($)**	**($)**	**($)**
Highest rate during the period	1.4603	1.3858	1.4416	1.3875	1.3856
Lowest rate during the period	1.3558	1.3316	1.3316	1.3128	1.2451
Average rate for the period	1.3988	1.3604	1.3698	1.3497	1.3013
Rate at the end of the period	1.3921	1.3499	1.4389	1.3226	1.3544

Where there is a conversion of U.S. dollars to Canadian dollars in this Prospectus Supplement, the conversion was based on a rate of exchange of US$1.00 equals $1.3652 (being the single rate of exchange posted by the Bank of Canada on February 3, 2026), unless otherwise noted.

FORWARD-LOOKING STATEMENTS

Certain statements in this Prospectus Supplement, and documents incorporated by reference herein, may constitute "forward-looking information" within the meaning of applicable Canadian securities laws. Such statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements or industry results, to be materially different from any future results, performance or achievements or industry results expressed or implied by such forward-looking information. Forward-looking information is generally identified by the use of terms and phrases such as “anticipate”, “believe”, “continue”, “could”, “estimate”, “expect”, “intend”, “may”, “plan”, “predict”, “project”, “will”, “would”, and similar terms and phrases, including references to assumptions. Such information includes, but is not limited to, comments with respect to strategies, expectations, planned operations or future actions. Forward-looking information in this Prospectus Supplement includes, without limitation, statements with respect to expectations, projections or other characterizations of future events or circumstances, and the Corporation’s and its Royalty Partners’ objectives, goals, strategies, beliefs, intentions, plans, estimates, projections and outlook, including statements relating to the estimates or predictions of actions of customers, competitors or regulatory authorities, and statements regarding the Corporation’s and its Royalty Partners’ future economic performance.

The Corporation has based these forward-looking statements on the Corporation’s current expectations about future events. Some of the specific forward-looking statements in this Prospectus Supplement include, but are not limited to, statements with respect to: the Corporation’s objective to purchase stable and growing royalty streams from Royalty Partners and to increase distributable cash per Common Share by making accretive royalty purchases; the Corporation’s corporate objectives; the consideration payable by BARB LP to BarBurrito for the incremental royalty revenue; the Corporation’s intention to pay stable dividends to Shareholders and the expected timing of the record and payment dates for monthly dividends; the registration of the Debentures and Common Shares under the U.S. Securities Act; the closing of the Offering and the exercise of the Over-Allotment Option; the expected Closing Date; the expected use of proceeds of the Offering; the expected expenses of the Offering; the Corporation will continue to generate revenue from the Royalty Partners; the intended effect of investment by Sutton of waived royalties; the Corporation will be able to obtain new financing or amend its existing credit facilities; obtaining waivers with respect to certain financial and non-financial covenants of certain loans for quarters which have not yet been completed; the Corporation’s intention to pay the expenses of the Offering from the proceeds thereof; the approval of the TSX; the Corporation entering into the Indenture and the expected terms of the Indenture and the Debentures to be issued thereunder; the redemption or conversion of the Debentures; the payment of interest on the Debentures; the listing of the Debentures and the Common Shares issuable pursuant to the terms of the Debentures on the Exchange; the investment eligibility of the Common Shares and the Debentures; the Corporation’s Board reviewing the Corporation’s dividend policy on an ongoing basis and the possibility that the Corporation’s Board may amend the dividend policy at any time; the Corporation’s expectation that the acquisition of additional royalties can be completed with minimal increases in general and administrative costs; the Corporation’s intention to increase the dividend as increases in distributable cash per Common Share allow; the revenues of the Corporation and its ability to pay dividends to Shareholders are dependent on the ongoing ability of its Royalty Partners to generate cash and pay royalties and management fees to the Corporation and its subsidiaries; statements with respect to the DRIP; the manner in which the Corporation intends to structure future royalty acquisitions; the circumstances under and means by which the amount of the royalties paid by the Corporation’s Royalty Partners may be adjusted; the operating strategies and initiatives that the Corporation’s Royalty Partners intend to employ to increase profitability, grow their businesses and increase market share; the risks related to, and facing, the Royalty Partners (including their respective franchisees) and their respective businesses, and the risks related to, and facing, the Corporation’s business; the Corporation’s expected continued dependence on royalty payments received from its Royalty Partners; the outlook of the Corporation’s and its Royalty Partners’ businesses and global economic and geopolitical conditions; the Corporation’s intention to ensure that the Common Shares and the Debentures continue to be qualified investments under the Tax Act for trusts governed by RRSPs, RESPs, RRIFs, deferred profit sharing plans, RDSPs, FHSAs and TFSAs; the expectation that Mr. Sean Morrison and Mr. Gutmanis will continue to be instrumental in assisting the Corporation carry out its growth strategy; the competitive environment in which the Corporation and its Royalty Partners operate; the performance characteristics of the Corporation’s Royalty Partners; the Corporation’s and its Royalty Partners’ ability to fund their respective debt maturities and to meet current and future obligations; the expected tax treatment of the Corporation's dividends to Shareholders; the expected tax treatment, including investment eligibility of the Common Shares and Debentures; the Corporation's access to available sources of debt and equity financing; and expectations, including anticipated trends and challenges, in respect of the royalty sector.

Forward-looking information contained in this Prospectus Supplement is based on certain key expectations and assumptions made by the Corporation, including, without limitation, expectations and assumptions respecting: receipt of regulatory approval for and successful completion of the Offering; the general economy; the payment of royalties from Royalty Partners and adjustments thereto; the ability to acquire additional royalties from prospective Royalty Partners; the business strategy, growth opportunities, budgets, projected costs, goals, plans and objectives of the Corporation and its Royalty Partners; the ability to receive equity and/or debt financing on acceptable terms; tax laws not being changed so as to adversely affect the Corporation's or its Royalty Partners' financing capability, operations, activities, structure or distributions; the ability of the Corporation and its Royalty Partners' to retain and continue to attract qualified and knowledgeable personnel; the Corporation's Royalty Partners making their royalty payments in full; Sutton not requiring further deferrals or waivers of royalty payments; the Corporation generating sufficient cash flows from its royalties to service its debt and pay dividends to shareholders; lenders providing any necessary waivers required in order to allow the Corporation to be able to continue to pay dividends; lenders providing any necessary covenant waivers to the Corporation and its Royalty Partners; the Corporation will be able to obtain debt financing (including re-financing) on reasonable terms; no material changes to government and environmental regulations adversely affecting the Corporation's or its Royalty Partners' operations; and competition for acquisitions, will be consistent with the current economic climate. Although the forward-looking information contained in this Prospectus Supplement is based upon what the Corporation's management believes to be reasonable assumptions, the Corporation cannot assure investors that actual results will be consistent with such information. Undue reliance should not be placed on the forward-looking information since no assurance can be given that it will prove to be correct.

Forward-looking information reflects current expectations of the Corporation's management regarding future events and operating performance as of the date of this Prospectus Supplement. Such information involves significant risks and uncertainties, should not be read as guarantees of future performance or results, and will not necessarily be accurate indications of whether or not such results will be achieved. A number of factors could cause actual results to differ materially from the results discussed in the forward-looking information including, without limitation: the Corporation's high dependency on the operations of its Royalty Partners; the closure of locations or reduction in sales by any of the Royalty Partners negatively impacting their businesses, the amount of the royalties they pay and their ability to make royalty payments and payments of management fees to the Corporation and its subsidiaries; Sutton's investment of the waived royalties may not achieve their intended effect; prevailing yields on similar securities; the closure of stores or locations by the Corporation's Royalty Partners; dividends are not guaranteed and will fluctuate with business performance (including the impact of taxation), and may be reduced or suspended at any time; dependence on business of Royalty Partners to fund dividends; the Corporation's Royalty Partners requesting royalty relief from time to time; recent positive trends experienced by certain of the Corporation's Royalty Partners (including their respective franchisees) may not continue and may regress or continue to regress; franchisee support provided by the Corporation's Royalty Partners to their respective franchisees may be reduced or terminated at any time, which may negatively impact the franchisees and the royalties payable to the Corporation; the Corporation's and the Royalty Partners' respective lenders may not agree to provide, or continue to provide, as applicable, covenant relief, at all or only on terms that are disadvantageous to the Corporation and the Royalty Partners, as applicable; Royalty Partners may not meet their business objectives, including their growth targets; the unpredictability and volatility of Common Share and Debenture prices; dilution of existing Shareholders; leverage and restrictive covenants of the Corporation and its Royalty Partners under their respective credit facilities; investment eligibility of the Common Shares and Debentures; current economic conditions, including increased interest rates, inflation, impacts of tariffs and levels of employment; international conflicts and acts of war or terrorism and any actions taken by countries in response thereto, such as sanctions or export controls; failure to access financing; credit facilities risk (including re-financing risk); the financial health of the Corporation's Royalty Partners and cash flows; failure to realize anticipated benefits of royalty acquisitions; failure to complete further royalty acquisitions or future royalty acquisitions not being accretive; regulatory risk; regulatory filing and licensing requirements; fluctuations in interest rates; competition for royalty acquisition targets; limitations on future growth and cash flow; sensitivity to general economic conditions and levels of economic activity; financing constraints; and foreign exchange exposure. Readers are cautioned that the foregoing list is not exhaustive. For additional information with respect to risks and uncertainties, readers should carefully review and consider the risk factors described under "*Risk Factors*" and elsewhere in this Prospectus Supplement. The information contained in this Prospectus Supplement, including the documents incorporated by reference herein, identifies additional factors that could affect the operating results and performance of the Corporation. Prospective investors are urged to carefully consider those factors.

The forward-looking information contained in this Prospectus Supplement is expressly qualified in its entirety by this cautionary statement. Forward-looking information reflects management's current beliefs and is based on information currently available to the Corporation. The forward-looking information is made as of the date of this Prospectus Supplement (or in the case of information contained in a document incorporated by reference herein, as of the date of such document), and the Corporation assumes no obligation to publicly update or revise such forward-looking information to reflect new information, subsequent or otherwise, except as may be required by applicable Canadian securities law.

NON-IFRS MEASURES

In addition to financial measures prescribed by IFRS, "EBITDA", "Normalized EBITDA", "distributable cash", "DIV Royalty Entitlement", "DIV Royalty Entitlement net of NND Royalties LP Expenses", "adjusted royalty income" and "adjusted revenue" are used as non-IFRS financial measures in this Prospectus Supplement and in documents incorporated by reference in this Prospectus Supplement, and "distributable cash per share" and "payout ratio" are used as non-IFRS ratios in documents incorporated by reference in this Prospectus Supplement and "same store sales growth" or "SSSG" and "system sales" are used as supplementary financial measures in documents incorporated by reference in this Prospectus Supplement. These non-IFRS financial measures, supplementary financial measures and non-IFRS ratios do not have standardized meanings prescribed by IFRS and the Corporation's method of calculating these measures may differ from those of other issuers; accordingly, these non-IFRS financial measures, non-IFRS supplementary financial measures and non-IFRS ratios may not be comparable to similar measures used by other issuers. Management believes that disclosing certain non-IFRS financial measures, non-IFRS ratios and supplementary financial measures provides readers of this Prospectus Supplement with important information regarding the Corporation's financial performance and its ability to pay dividends and the performance of its Royalty Partners. By considering these measures in combination with the most closely comparable IFRS measure, management believes that investors are provided with additional and more useful information about the Corporation and its Royalty Partners than investors would have if they simply considered IFRS measures alone. Investors are cautioned that non-IFRS measures should not be construed as a substitute or an alternative to net income or cash flows from operating activities as determined in accordance with IFRS. See "Description of Non-IFRS Financial Measures, Non-IFRS Ratios and Supplementary Financial Measures" in the Interim MD&A which is incorporated by reference in this Prospectus Supplement and is available on SEDAR+ at www.sedarplus.ca.

References to "**EBITDA**" in this Prospectus Supplement are references to earnings (determined in accordance with IFRS) before amounts for interest, taxes, depreciation and amortization. "**Normalized EBITDA**", in respect of the Corporation, is calculated as EBITDA before certain items including: share-based compensation, other finance costs, the fair value adjustment on financial instruments and payment of lease obligations, but including the DIV Royalty Entitlement net of NND Royalties LP Expenses. While EBITDA and Normalized EBITDA are not recognized measures under IFRS, management of the Corporation believes that, in addition to net income, EBITDA and Normalized EBITDA are useful supplemental measures as they provide investors with an indication of cash available for distribution prior to debt service needs, litigation expenditures and interest income, as applicable. The methodologies used by the Corporation to determine EBITDA and Normalized EBITDA may differ from those utilized by other issuers or companies and, accordingly, EBITDA and Normalized EBITDA as used in this Prospectus Supplement may not be comparable to similar measures used by other issuers or companies. Readers are cautioned that EBITDA and Normalized EBITDA should not be construed as an alternative to net income or loss determined in accordance with IFRS as indicators of an issuer's performance or to cash flows from operating, investing and financing activities as measures of liquidity and cash flows. Where Normalized EBITDA is referenced in respect of Mr. Lube + Tires, Sutton, Mr. Mikes, Nurse Next Door or Oxford in this Prospectus Supplement, it is a reference to such term as defined in the ML LP Agreement, the SGRS LP Agreement, the MRM LP Agreement, the NND Exchange Agreement and the OX LP Agreement, respectively.

For a reconciliation of EBITDA and Normalized EBITDA to the nearest IFRS financial measure, see "*Description of Non-IFRS Financial Measures, Non-IFRS Ratios and Supplementary Financial Measures*" in the Interim MD&A which is incorporated by reference in this Prospectus Supplement and is available on SEDAR+ at www.sedarplus.ca.

This Prospectus Supplement contains references to earnings coverage ratio and supplemental earnings coverage ratio, which are non-IFRS ratios. The earnings coverage ratio is required to be disclosed in this Prospectus Supplement under applicable Canadian securities laws. The supplemental earnings coverage ratio is a measure of the Corporation's ability to service the interest requirements of its outstanding debt. See "*Earnings Coverage Ratios*".

ABOUT THIS PROSPECTUS SUPPLEMENT

This document is in two parts. The first part is this Prospectus Supplement, which describes the specific terms of the securities the Corporation is offering and also adds to and updates certain information contained in the Prospectus and the documents incorporated by reference therein. The second part, the Prospectus, gives more general information, some of which may not apply to the securities offered hereunder.

An investor should rely only on the information contained in this Prospectus Supplement and the Prospectus (including the documents incorporated by reference herein and therein) and should not rely on parts of the information contained in this Prospectus Supplement and the Prospectus (including the documents incorporated by reference herein and therein) to the exclusion of others. The Corporation has not, and the Underwriters have not, authorized anyone to provide investors with additional or different information. The Corporation is not, and the Underwriters are not, offering to sell these securities in any jurisdictions where the offer or sale of these securities is not permitted. The information contained in this Prospectus Supplement and the Prospectus (including the documents incorporated by reference herein and therein) is accurate only as at the date of this Prospectus Supplement or the date of the Prospectus or the date of the document incorporated by reference herein or therein, as applicable, regardless of the time of delivery of this Prospectus Supplement or any sale of the Debentures. The Corporation's business, financial condition, results of operations and prospects may have changed since the date of this Prospectus Supplement.

THIRD PARTY INFORMATION

This Prospectus Supplement and the Prospectus, including documents incorporated by reference herein and therein, include market share information, industry data and forecasts obtained from independent industry publications, market research and analyst reports, surveys, third party company filings and other publicly available sources as well as financial statements and reports provided to the Corporation by its Royalty Partners. Although the Corporation and the Underwriters believe these sources to be generally reliable, market and industry data is subject to interpretation and cannot be verified with complete certainty due to limits on the availability and reliability of raw data, the voluntary nature of the data gathering process and other limitations and uncertainties inherent in any statistical survey. Accordingly, the accuracy and completeness of this data is not guaranteed. The Corporation and the Underwriters have not independently verified any of the data from third party sources referred to in this Prospectus Supplement and the Prospectus, including any documents incorporated by reference herein and therein, nor ascertained the underlying assumptions relied upon by such sources.

ELIGIBILITY FOR INVESTMENT

In the opinion of Osler, Hoskin & Harcourt LLP, counsel to the Corporation, and Stikeman Elliott LLP, counsel to the Underwriters, based on the current provisions of the Tax Act, provided that on the date hereof the Common Shares of the Corporation are listed on a “designated stock exchange”, as defined in the Tax Act, which currently includes the Exchange, the Debentures offered pursuant to this Prospectus Supplement and the Common Shares issuable on the conversion, redemption or maturity of the Debentures, in all such cases if issued on the date hereof, would be qualified investments under the Tax Act for trusts governed by registered retirement savings plans (“**RRSPs**”), registered education savings plans (“**RESPs**”), 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, has made a contribution), registered disability savings plans (“**RDSPs**”), tax-free savings accounts (“**TFSAs**”) and first home savings accounts (“**FHSAs**”).

Notwithstanding that the Debentures and/or the Common Shares may be qualified investments for an RRSP, RRIF, RESP, RDSP, TFSA or FHSA, the subscriber of an RESP, the annuitant under an RRSP or RRIF or the holder of a TFSA, RDSP or FHSA, as the case may be, will be subject to a penalty tax if the Debentures or the Common Shares, as the case may be, are a “prohibited investment” for the RRSP, RRIF, RESP, RDSP, TFSA or FHSA within the meaning of the Tax Act. The Debentures and Common Shares will generally not be a “prohibited investment” (within the meaning of the Tax Act) for an RRSP, RRIF, RESP, RDSP, TFSA or FHSA provided the subscriber of the RESP, the annuitant of the RRSP or RRIF or the holder of the TFSA, RDSP or FHSA, as the case may be, deals at arm’s length with the Corporation for purposes of the Tax Act and does not have a “significant interest” (within the meaning of the Tax Act) in the Corporation. In addition, the Common Shares will generally not be a prohibited investment if the Common Shares are “excluded property” as defined in the Tax Act for purposes of the prohibited investment rules.

Prospective purchasers who intend to hold the Common Shares or Debentures in an RRSP, RRIF, RESP, RDSP, TFSA or FHSA should consult their own tax advisors as to whether the Common Shares or the Debentures would constitute a “prohibited investment” in their particular circumstances.

SUMMARY OF THE OFFERING

The following is only a brief summary of the principal features of the Offering and is qualified in its entirety by the more detailed information appearing elsewhere, or incorporated by reference, in this Prospectus Supplement. For a more detailed description of the terms of the Debentures, see "*Description of the Debentures*" and see the Indenture. For an explanation of certain terms and abbreviations used in this Prospectus Supplement and not otherwise defined, please refer to the "Glossary" below.

Offering:	$60,000,000 aggregate principal amount of Debentures ($69,000,000 assuming the exercise in full of the Over-Allotment Option).
Offering Price:	$1,000 per Debenture.
Over-Allotment Option:	The Corporation has granted to the Underwriters the Over-Allotment Option to purchase up to 15% of the Debentures issued at a price of $1,000 per Debenture on the same terms and conditions as the Offering, exercisable in whole or in part and at any time not later than the 30th day following the Closing Date, to cover over-allotments, if any, and for market stabilization purposes.
Use of Proceeds:	The net proceeds of the Offering are intended to be used to repay outstanding amounts under the Corporation's Acquisition Facility, to fund expected additions to the royalty pools of certain of the Corporation's Royalty Partners, and for working capital and general corporate purposes. The repayment of indebtedness under the Corporation's Acquisition Facility will thereby increase the amount available to be drawn under the Acquisition Facility to fund future acquisitions. See "*Use of Proceeds*" and "*Risk Factors*".
Listing and Trading:	The Corporation has applied to list the Debentures and the Common Shares issuable upon conversion of the Debentures on the Exchange. Listing is subject to the Corporation fulfilling all of the listing requirements of the Exchange.
Closing Date:	On or about February 9, 2026 or any such other date as may be agreed to by the Corporation and CIBC.
Risk and Uncertainties:	An investment in Debentures and/or the Common Shares issuable upon the conversion or repayment of the Debentures or as interest thereon is subject to a number of risks that should be considered by a prospective purchaser. An investment in the Debentures should be considered speculative due to various factors and should only be made by persons who can afford the total loss of their investment. An investment in the Debentures and/or Common Shares involves certain risks which should be carefully considered by prospective investors. See "*Risk Factors*" and "*Forward-Looking Statements*".
Maturity Date:	March 31, 2031.
Interest:	5.75% per annum. Interest on the Debentures is payable semi-annually in arrears on March 31 and September 30 of each year, commencing September 30, 2026, subject to the subordination provisions of the Debentures. The first

interest payment on September 30, 2026 is required to include interest accrued from and including the Closing Date to, but excluding, September 30, 2026.

Subject to receipt of applicable regulatory and stock exchange approvals and provided that no Event of Default has occurred and is continuing, the Corporation may elect to satisfy, in whole or in part, its obligation to pay interest on the Debentures by issuing and delivering freely tradeable Common Shares to the Debenture Trustee to be sold by the Debenture Trustee, with the proceeds used to pay interest owing on the Debentures. See "*Description of the Debentures – Method of Payment*".

Conversion: Each Debenture will be convertible into Common Shares at the option of the Debentureholders at any time prior to the close of business on the earliest of the business day immediately preceding: (i) the Maturity Date; (ii) if called for redemption, the date specified by the Corporation for redemption of the Debentures, at the Conversion Price, being a conversion rate of approximately 186.9159 Common Shares per $1,000 principal amount of Debentures, subject to adjustment in certain events as described in the Indenture; and (iii) the payment date in the event the Corporation is required to repurchase the Debentures upon a Change of Control. Debentureholders converting their Debentures will be entitled to receive, subject to the subordination provisions of the Debentures, accrued and unpaid interest on such Debentures for the period from and including the last Interest Payment Date (or the date of issue of the Debentures if there has not yet been an Interest Payment Date) to, but excluding, the date of conversion. 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*".

Redemption: The Debentures are not redeemable on or prior to March 31, 2029, except upon the satisfaction of certain conditions after a Change of Control (as defined herein) has occurred. After March 31, 2029 and prior to March 31, 2030, provided that the Current Market Price as of the date on which the notice of redemption is given is not less than 125% of the Conversion Price in respect of the Debentures, the Debentures may be redeemed by the Corporation, in whole or in part, at a redemption price equal to the principal amount thereof plus accrued and unpaid interest, if any, up to but excluding the date of redemption. On and after March 31, 2030 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 the principal amount thereof 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*".

"**Current Market Price**" is defined in the Initial Indenture to mean 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 determination, on the Exchange (or, if the Common Shares are not listed on the Exchange, on such stock exchange on which the Common Shares are listed as may be selected for such purpose by the Board, or if the Common Shares are not listed on any stock exchange, then on the over-the-counter market, provided that if no such prices are available, Current Market Price will be the fair value of the Common Shares as reasonably determined by the Board). 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.

Payment upon Redemption or Maturity:

On redemption or at maturity of the Debentures, the Corporation will be required to 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 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 and stock exchange approvals and provided no Event of Default has occurred and is continuing, elect to satisfy its obligation 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 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. No fractional Common Shares will be issued on redemption or at maturity but in lieu thereof the Corporation will be required, subject to the subordination provisions of the Debentures, to satisfy fractional interests by a cash payment equal to the Current Market Price multiplied by the fractional Common Share, less any taxes required to be deducted or withheld, provided however the Corporation will not be required to make any payment of less than $10.00. See *"Description of the Debentures – Method of Payment*".

Change of Control

Within 30 days following the occurrence of a Change of Control, the Corporation will be required, subject to the subordination provisions of the Debentures, to make an offer in writing to purchase all of the Debentures then outstanding (the "**Debenture Offer**"), at a price equal to 101% of the principal amount thereof plus accrued and unpaid interest earned thereon up to, but excluding, the date of acquisition (the "**Debenture Offer Price**"). If 90% or more of the aggregate principal amount of the Debentures outstanding (excluding any Debentures owned directly or indirectly by the Corporation or a subsidiary of the Corporation) on the date of the giving of notice of the Change of Control have been tendered to the Corporation pursuant to a Debenture Offer, the Corporation will have the right to redeem all of the remaining Debentures at the Debenture Offer Price. "**Change of Control**" is defined in the Initial Indenture to mean the acquisition by any person, or group of persons acting jointly or in concert, of voting control or direction of more than 66⅔% of the outstanding voting securities of the Corporation and, for greater certainty, excludes an acquisition, merger, reorganization, amalgamation, arrangement, combination or other similar transaction involving the Corporation if immediately after the closing of such transaction no person, or group of persons acting jointly or in concert, holds voting control or direction over more than 66⅔% of the outstanding voting securities of the Corporation or the successor entity resulting from such transaction. See "*Description of the Debentures – Change of Control*".

Subject to regulatory approval, if a Change of Control occurs in which 10% or more of the consideration for the Common Shares consists of: (i) cash; (ii) equity securities that are not traded or expected to be traded immediately following such transaction on a stock exchange; (iii) other property that is not traded or intended to be traded immediately following such transaction on a stock exchange; or (iv) any combination of the consideration described in the foregoing subclauses (i) through (iii), Debentureholders will be entitled to convert their Debentures and will, depending on the timing and terms of the transaction, be entitled to 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 upon conversion, an additional number of Common Shares as outlined in the table under "*Description of the Debentures – Change of Control*".

Subordination

The payment of the principal of, and interest on, the Debentures will be subordinated and postponed in right of payment, as set forth in the Indenture, to the full and final payment of all Senior Indebtedness, including indebtedness to trade and other creditors of the Corporation. The Debentures will not limit the ability of the Corporation to incur additional indebtedness, including indebtedness that ranks senior to the Debentures, or from mortgaging, pledging or charging its properties to secure any indebtedness. See "*Description of the Debentures – Subordination*".

GLOSSARY

In this Prospectus Supplement, the following words and phrases have the following meanings unless the context otherwise requires:

"**2026 BarBurrito Adjustment**" has the meaning ascribed to it under "*Business of the Corporation – Recent Developments*";

"**2027 Debentures**" has the meaning ascribed to it on the cover page to the Prospectus Supplement;

"**Acquisition Facility**" means revolving $70.0 million credit facility to fund certain acquisitions made available to the Corporation under the DIV Credit Agreement;

"**AIF**" has the meaning ascribed to it under "*Documents Incorporated by Reference*";

"**AIR MILES® Amendments**" has the meaning ascribed to it under "*Recent Developments*";

"**AIR MILES® Licenses**" means, collectively, AIR MILES® Scheme License and the AIR MILES® Marks License;

"**AIR MILES® Marks**" means the registered and unregistered trademarks, service marks, brands, certification marks, logos, trade dress, trade names, business names, Uniform Resource Locator, domain names and other similar indicia of source or origin and all registrations, applications for registration, and renewals thereof related to the AIR MILES® reward program in Canada;

"**AIR MILES® Marks License**" means the amended and restated license to use and exploit the AIR MILES® Marks in Canada between Air Miles International Holdings N.V., as assigned to the Air Miles International Trading B.V., and Loyalty Management Group Canada Inc., as such agreement has been novated and subsequently assigned to AM LP, a copy of which is available on SEDAR+ at www.sedarplus.ca, as amended by the AIR MILES® Master Amending Agreement;

"**AIR MILES® Master Amending Agreement**" means the master amending agreement between AM LP, Loyalty and a Canadian chartered bank dated January 26, 2026, amending the AIR MILES® Licenses, a copy of which is available on SEDAR+ at www.sedarplus.ca.;

"**AIR MILES® Rights**" means, collectively, the AIR MILES® Scheme and the AIR MILES® Marks;

"**AIR MILES® Scheme**" means the know-how, processes, trade secrets, confidential information, unpatented inventions, studies and data, marketing strategies, sponsor and/or supplier information, manuals, technology, research and development reports, technical information, technical assistance and similar materials recording or evidencing expertise or information, advertising and promotional materials and other intellectual property related to the AIR MILES® reward program in Canada;

"**AIR MILES® Scheme License**" means the amended and restated license to use and exploit the AIR MILES® Scheme in Canada between the Air Miles International Trading B.V. and Loyalty Management Group Canada Inc., as such agreement has been assigned to AM LP, a copy of which is available on SEDAR+ at www.sedarplus.ca, as amended by the AIR MILES® Master Amending Agreement;

"**allowable capital loss**" has the meaning ascribed to it under "*Certain Canadian Federal Income Tax Considerations - Taxation of Capital Gains and Capital Losses*";

"**AM Credit Agreement**" means the amended and restated credit agreement dated December 7, 2023 between AM LP and a Canadian chartered bank providing for the AM Operating Loan and the AM Term Loan, as amended;

"**AM GP**" means AM Royalties GP Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia, and the general partner of AM LP;

"**AM LP**" means AM Royalties Limited Partnership, a limited partnership formed pursuant to the laws of the Province of British Columbia;

"**AM Operating Loan**" means the revolving operating loan of approximately $1.5 million made available to AM LP under the AM Credit Agreement;

"**AM Term Loan**" means the term loan in an aggregate principal amount of $7.2 million made available to AM LP under the AM Credit Agreement;

"**Annual Financial Statements**" has the meaning ascribed to it under "*Documents Incorporated by Reference*";

"**BARB Credit Agreement**" means the credit agreement dated October 4, 2023 between BARB LP and a Canadian chartered bank providing for the BARB Operating Loan and the BARB Term Loan, as amended;

"**BARB Operating Loan**" means the revolving operating loan of approximately $0.5 million made available to BARB LP under the BARB Credit Agreement;

"**BARB Term Loan**" means the term loan in an aggregate principal amount of $20.0 million made available to BARB LP under the BARB Credit Agreement;

"**BARB Exchangeable Units**" means the Class B, C, D, E, F, G and H limited partner units of BARB LP issued and outstanding from time to time;

"**BARB GP**" means BARB Royalties GP Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia, and the general partner of BARB LP;

"**BARB LP**" means BARB Royalties Limited Partnership, a limited partnership formed pursuant to the laws of the Province of British Columbia;

"**BarBurrito**" means BarBurrito Restaurants Inc., a corporation amalgamated under the laws of the Province of Ontario;

"**BarBurrito Licence and Royalty Agreement**" means the licence and royalty agreement dated October 4, 2023 between BARB LP and BarBurrito, as amended from time to time, a copy of which is available on SEDAR+ at www.sedarplus.ca;

"**BarBurrito Rights**" has the meaning ascribed to it in the BarBurrito Licence and Royalty Agreement;

"**BCBCA**" means the *Business Corporations Act* (British Columbia) and the regulations thereto, as amended;

"**Board**" means the board of directors of the Corporation;

"**Cash Offer Price**" has the meaning ascribed to it under "*Description of the Debentures – Change of Control*";

"**CBCA**" means the *Canada Business Corporations Act* and the regulations thereto, as amended;

"**CDS**" means CDS Clearing and Depository Services Inc.;

"**Change of Control**" has the meaning ascribed thereto in "*Summary of the Offering*";

"**Cheba Hut**" means Cheba Hut Franchising, Inc.;

"**Cheba Hut Licence and Royalty Agreement**" means the licence and royalty agreement dated June 17, 2025 between Cheeb LP and Cheba Hut, as amended from time to time;

"**Cheba Hut Rights**" has the meaning ascribed to it in the Cheba Hut Licence and Royalty Agreement;

"**Cheba Hut Rights Acquisition**" has the meaning ascribed to it under "*Documents Incorporated by Reference*";

"**Cheeb Credit Agreement**" means the credit agreement dated June 17, 2025 between Cheeb LP and a Canadian chartered bank providing for the Cheeb Operating Loan and the Cheeb Term Loan, as amended;

"**Cheeb GP**" means Cheeb Royalties GP Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia, and the general partner of Cheeb LP;

"**Cheeb LP**" means Cheeb Royalties Limited Partnership, a limited partnership formed pursuant to the laws of the Province of British Columbia;

"**Cheeb Operating Loan**" means the revolving operating loan of approximately US$0.5 million made available to Cheeb LP under the Cheeb Credit Agreement;

"**Cheeb Term Loan**" means the term loan in an aggregate principal amount of US$5.0 million made available to Cheeb LP under the Cheeb Credit Agreement;

"**CIBC**" has the meaning ascribed to it on the cover page of this Prospectus Supplement;

"**Closing Date**" has the meaning ascribed to it under "*Summary of the Offering*";

"**Closing**" means the closing of the Offering;

"**Co-Lead Underwriters**" has the meaning ascribed to it on the cover page of this Prospectus Supplement;

"**Common Share Interest Payment Election**" has the meaning ascribed to it under "*Description of the Debentures – Method of Payment – Interest Payment Election*";

"**Common Shares**" has the meaning ascribed to it on the cover page of this Prospectus Supplement;

"**Conversion Price**" has the meaning ascribed to it on the cover page of this Prospectus Supplement;

"**Corporation**" or "**DIV**" means Diversified Royalty Corp., a corporation continued under the BCBCA and, where the context requires, will also refer to one or more of its direct and indirect subsidiaries;

"**CRA**" has the meaning ascribed to it under "*Certain Canadian Federal Income Tax Considerations*";

"**Current Market Price**" has the meaning ascribed to it under "*Summary of the Offering*";

"**Debenture Certificates**" has the meaning ascribed to it under "*Description of the Debentures – Book Based System for Debentures*";

"**Debenture Offer**" has the meaning ascribed to it under "*Summary of the Offering*";

"**Debenture Offer Price**" has the meaning ascribed to it under "*Summary of the Offering*";

"**Debenture Trustee**" has the meaning ascribed to it on the cover page of this Prospectus Supplement;

"**Debentureholders**" has the meaning ascribed to it on the cover page of this Prospectus Supplement;

"**Debentures**" has the meaning ascribed to it on the cover page of this Prospectus Supplement;

"**Depository**" has the meaning ascribed to it on the cover page of this Prospectus Supplement;

"**DIV Credit Agreement**" means the credit agreement dated December 5, 2019, between the Corporation and a Canadian chartered bank, as amended, supplemented and restated, providing for the Acquisition Facility and the DIV Term Loan, a copy of which is available on SEDAR+ at www.sedarplus.ca;

"**DIV Royalty Entitlement**" means the monthly royalty payment payable pursuant to the NND Licence and Royalty Agreement, Nurse Next Door is required to pay NND Royalties LP equal to the greater of: (i) 6% multiplied by the Gross Sales (as defined in the NND Licence and Royalty Agreement) for such month; and (ii) currently $451,779 (or $5,439,422 annually) which is increased by 2% per year on October 1st of each reporting period (the "**NND Minimum Royalty Payment**");

"**DIV Term Loan**" means the term loan in an aggregate principal amount of US$5.0 million made available to the Corporation under the DIV Credit Agreement;

"**DRIP**" has the meaning ascribed to it under "*Dividend Policy – Dividend Reinvestment Plan*";

"**DSUs**" means deferred share units of the Corporation;

"**EBITDA**" has the meaning ascribed to it under "*Non-IFRS Measures*";

"**Effective Date**" has the meaning ascribed to it under "*Description of the Debentures – Change of Control*";

"**Event of Default**" has the meaning ascribed to it under "*Description of the Debentures – Events of Default and Waiver*";

"**Exchange**" means the Toronto Stock Exchange;

"**FHSAs**" has the meaning ascribed to it under "*Eligibility for Investment*";

"**First Supplemental Indenture**" has the meaning ascribed to it on the cover page to this Prospectus Supplement;

"**freely tradeable**" is defined in the Initial Indenture to mean in respect of any Common Shares or any other securities of the Corporation or any other person, as the case may be, that they: (i) may be issued without the necessity of filing a prospectus or any other similar offering document (other than such prospectus or similar offering document that has already been filed) under applicable Canadian securities legislation and such issue does not constitute a distribution (other than a distribution already qualified by prospectus or similar offering document or that is otherwise exempt from prospectus requirements) under applicable

Canadian securities legislation; and (ii) can be traded in Canada by the holder thereof without any restriction under applicable Canadian securities legislation, such as hold periods, except in the case of a control distribution (as defined in National Instrument 45-102 *Resale of Securities*) or any other trade prohibited under insider trading rules of applicable Canadian securities legislation;

"**Holder**" has the meaning ascribed to it under "*Certain Canadian Federal Income Tax Considerations*";

"**IFRS**" means International Financial Reporting Standards in Canada;

"**Indenture**" has the meaning ascribed to it on the cover page to the Prospectus Supplement;

"**Ineligible Consideration**" has the meaning ascribed to it under "*Description of the Debentures – Conversion Rights*";

"**Initial Debentures**" has the meaning ascribed to it on the cover page to this Prospectus Supplement;

"**Initial Indenture**" has the meaning ascribed to it on the cover page to this Prospectus Supplement;

"**Interest Obligation**" has the meaning ascribed to it under "*Description of the Debentures – Method of Payment – Interest Payment Election*";

"**Interest Payment Date**" has the meaning ascribed to it on the cover page of this Prospectus Supplement;

"**Interim Financial Statements**" has the meaning ascribed to it under "*Documents Incorporated by Reference*";

"**Interim MD&A**" has the meaning ascribed to it under "*Documents Incorporated by Reference*";

"**Loyalty**" has the meaning ascribed to it on the cover page of this Prospectus Supplement;

"**LTIP**" means the Corporation's Amended and Restated Long Term Incentive Plan dated June 21, 2023;

"**Make-Whole Premium**" has the meaning ascribed to it under "*Description of the Debentures – Change of Control*";

"**Maturity Date**" has the meaning ascribed to it on the cover page of this Prospectus Supplement;

"**ML Credit Agreement**" means the credit agreement dated August 19, 2015, as amended, between ML LP and a Canadian chartered bank providing for the ML Operating Loan and the ML Term Loan;

"**ML Exchangeable Units**" means the Class B, E and F limited partner units of ML LP issued and outstanding from time to time;

"**ML GP**" means ML Royalties GP Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia, and the general partner of ML LP;

"**ML Licence and Royalty Agreement**" means the licence and royalty agreement dated August 19, 2015 between ML LP and Mr. Lube + Tires, as amended, a copy of which is available on SEDAR+ at www.sedarplus.ca;

"**ML LP**" means ML Royalties Limited Partnership, a limited partnership formed pursuant to the laws of the Province of British Columbia;

"**ML LP Agreement**" means the amended and restated agreement of limited partnership of ML LP dated August 19, 2015 among ML GP, Mr. Lube + Tires and the Corporation, as amended on March 19, 2018, November 9, 2020 and April 21, 2023, a copy of which is available on SEDAR+ at www.sedarplus.ca;

"**ML Operating Loan**" means the revolving operating loan of approximately $1.0 million made available to ML LP under the ML Credit Agreement;

"**ML Rights**" has the meaning ascribed to it in the ML Licence and Royalty Agreement;

"**ML Term Loan**" means the term loan in an aggregate principal amount of approximately $85.0 million made to ML LP under the ML Credit Agreement;

"**Mr. Lube + Tires**" means Mr. Lube Canada Limited Partnership, a limited partnership formed pursuant to the laws of the Province of British Columbia;

"**Mr. Mikes**" means Mr. Mikes Restaurants Corporation, a corporation amalgamated under the laws of the Province of British Columbia;

"**MRM Credit Agreement**" means the amended and restated credit agreement dated December 27, 2023 between MRM LP and a Canadian chartered bank providing for the MRM Operating Loan and the MRM Term Loan;

"**MRM Exchangeable Units**" means the Class B and C limited partner units of MRM LP issued and outstanding from time to time;

"**MRM GP**" means MRM Royalties GP Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia, and the general partner of MRM LP;

"**MRM Licence and Royalty Agreement**" means the amended and restated licence and royalty agreement dated June 13, 2022 between MRM LP and Mr. Mikes, a copy of which is available on SEDAR+ at www.sedarplus.ca;

"**MRM LP**" means MRM Royalties Limited Partnership, a limited partnership formed pursuant to the laws of the Province of British Columbia;

"**MRM LP Agreement**" means the amended and restated agreement of limited partnership of MRM LP dated June 13, 2022 among MRM GP, Mr. Mikes and the Corporation, a copy of which is available on SEDAR+ at www.sedarplus.ca;

"**MRM Operating Loan**" means the revolving operating loan of approximately $0.5 million made available to MRM LP under the MRM Credit Agreement;

"**MRM Rights**" has the meaning ascribed to it in the MRM Licence and Royalty Agreement;

"**MRM Term Loan**" means the term loan in an aggregate principal amount of approximately $10.3 million made to MRM LP under the MRM Credit Agreement;

"**NI 44-101**" means National Instrument 44-101 – *Short Form Prospectus Distributions* of the Canadian Securities Administrators;

"**NND Credit Agreement**" means the amended and restated credit agreement dated May 13, 2025 between NND Holdings LP, NND Holdings GP, NND Royalties LP, NND Royalties GP and a Canadian chartered bank providing for the NND Term Loan;

"**NND Exchange Agreement**" means the exchange agreement dated November 15, 2019 between the Corporation, NND Holdings LP, NND Royalties LP and Nurse Next Door, a copy of which is available on SEDAR+ at www.sedarplus.ca;

"**NND Holdings GP**" means NND Holdings GP Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia, and the general partner of NND Holdings LP;

"**NND Holdings LP**" means NND Holdings Limited Partnership, a limited partnership formed pursuant to the laws of the Province of British Columbia;

"**NND Licence and Royalty Agreement**" means the licence and royalty agreement dated November 15, 2019 between NND Royalties LP and Nurse Next Door, a copy of which is available on SEDAR+ at www.sedarplus.ca;

"**NND Rights**" has the meaning ascribed to it in the NND Licence and Royalty Agreement;

"**NND Royalties Exchangeable Units**" means the Class B limited partner units of NND Royalties LP issued and outstanding from time to time;

"**NND Royalties GP**" means NND Royalties GP Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia, and the general partner of NND Royalties LP;

"**NND Royalties LP**" means NND Royalties Limited Partnership, a limited partnership formed pursuant to the laws of the Province of British Columbia;

"**NND Term Loan**" means the term loan in an aggregate principal amount of approximately $10.5 million made to NND Holdings LP under the NND Credit Agreement;

"**Normalized EBITDA**" has the meaning ascribed to it under "*Non-IFRS Measures*";

"**Nurse Next Door Distribution Entitlement**" means to the extent the monthly royalty payment Nurse Next Door is required to pay NND Royalties LP pursuant to the NND Licence and Royalty Agreement is greater than the NND Minimum Royalty Payment, the excess amount returned to Nurse Next Door through a preferential distribution on the Class B limited partner units of NND Royalties LP held by Nurse Next Door;

"**Nurse Next Door**" means Nurse Next Door Professional Homecare Services Inc., a corporation incorporated under the laws of Canada;

"**Offering**" has the meaning ascribed to it on the cover page of this Prospectus Supplement;

"**Offering Price**" has the meaning ascribed to it on the cover page of this Prospectus Supplement;

"**Option Plan**" means the Corporation's Amended and Restated Stock Option Plan dated June 21, 2023;

"**Options**" means stock options of the Corporation;

"**Original Term Sheet**" has the meaning ascribed to it under "*Documents Incorporated by Reference*";

"**Over-Allotment Debentures**" has the meaning ascribed to it on the cover page of this Prospectus Supplement;

"**Over-Allotment Option**" has the meaning ascribed to it on the cover page of this Prospectus Supplement;

“**OX Credit Agreement**” means the credit agreement dated April 27, 2020 between OX LP and a Canadian chartered bank providing for the OX Operating Loan and the OX Term Loan, as amended;

“**OX Exchangeable Units**” means the Class B, C, D, E, F, G and H limited partner units of OX LP issued and outstanding from time to time;

“**OX GP**” means OX Royalties GP Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia, and the general partner of OX LP;

“**OX Licence and Royalty Agreement**” means the licence and royalty agreement dated February 20, 2020 between OX LP and Oxford, a copy of which is available on SEDAR+ at www.sedarplus.ca;

“**OX LP**” means OX Royalties Limited Partnership, a limited partnership formed pursuant to the laws of the Province of British Columbia;

“**OX LP Agreement**” means the amended and restated agreement of limited partnership of OX LP dated February 20, 2020 among OX GP, Oxford and the Corporation, as amended, a copy of which is available on SEDAR+ at www.sedarplus.ca;

“**OX Operating Loan**” means the revolving operating loan of approximately $0.5 million made available to OX LP under the OX Credit Agreement;

“**OX Term Loan**” means the term loan in an aggregate principal amount of approximately $11.0 million made to OX LP under the OX Credit Agreement;

“**Oxford**” means Oxford Learning Centres, Inc., a corporation amalgamated under the laws of the Province of Ontario;

“**Participant**” has the meaning ascribed to it under “*Description of the Debentures – Book Based System for Debentures*”;

“**Prospectus**” has the meaning ascribed to it on the cover page to this Prospectus Supplement;

“**Prospectus Supplement**” has the meaning ascribed to it on the cover page of this Prospectus Supplement;

“**RDSPs**” has the meaning ascribed to it under “*Eligibility for Investment*”;

“**RESPs**” has the meaning ascribed to it under “*Eligibility for Investment*”;

“**Revised Term Sheet**” has the meaning ascribed to it under “*Documents Incorporated by Reference*”;

“**Royalty Partners**” has the meaning ascribed to it under “*Business of the Corporation*”;

“**RRIFs**” has the meaning ascribed to it under “*Eligibility for Investment*”;

“**RRSPs**” has the meaning ascribed to it under “*Eligibility for Investment*”;

“**RSUs**” means restricted stock units;

“**Second Supplemental Indenture**” has the meaning ascribed to it on the cover page to the Prospectus Supplement;

“**Securities**” has the meaning ascribed to it under “*Certain Canadian Federal Income Tax Considerations*”;

"**SEDAR+**" has the meaning ascribed to it on the cover page to the Prospectus Supplement;

"**Senior Creditors**" has the meaning ascribed to it under "*Description of the Debentures - Subordination*";

"**Senior Indebtedness**" has the meaning ascribed to it under "*Description of the Debentures - Subordination*";

"**SGRS Credit Agreement**" means the credit agreement dated June 19, 2015, as amended, between SGRS LP and a Canadian chartered bank providing for the SGRS Operating Loan and the SGRS Term Loan;

"**SGRS Exchangeable Units**" means the Class A, B, C, D and E limited partner units of SGRS LP issued and outstanding from time to time;

"**SGRS GP**" means SGRS Royalties GP Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia, and the general partner of SGRS LP;

"**SGRS Licence and Royalty Agreement**" means the licence and royalty agreement dated June 19, 2015 between SGRS LP and Sutton, as amended from time to time, a copy of which is available on SEDAR+ at www.sedarplus.ca;

"**SGRS LP Agreement**" means the amended and restated agreement of limited partnership of SGRS LP dated May 31, 2016 among SGRS GP, Sutton and the Corporation, a copy of which is available on SEDAR+ at www.sedarplus.ca;

"**SGRS LP**" means SGRS Royalties Limited Partnership, a limited partnership formed pursuant to the laws of the Province of British Columbia;

"**SGRS Operating Loan**" means the revolving operating loan of approximately \$0.5 million made available to SGRS LP under the SGRS Credit Agreement;

"**SGRS Rights**" has the meaning ascribed to it in the SGRS Licence and Royalty Agreement;

"**SGRS Term Loan**" means the term loan in an aggregate principal amount of approximately \$6.3 million made to SGRS LP under the SGRS Credit Agreement;

"**Shareholders**" means the holders of Common Shares;

"**Strat-B Credit Agreement**" means the credit agreement dated November 15, 2022 between Strat-B LP and a Canadian chartered bank providing for the Strat-B Operating Loan and Strat-B Term Loan;

"Strat-B GP" means Strat-B Royalties GP Inc., a corporation incorporated pursuant to the laws of the Province of British Columbia, and the general partner of Strat-B LP;

"Strat-B LP" means Strat-B Royalties Limited Partnership, a limited partnership formed pursuant to the laws of the Province of British Columbia;

"**Strat-B Operating Loan**" means the revolving operating loan of approximately US\$0.5 million made available to Strat-B LP under the Strat-B Credit Agreement;

"**Strat-B Term Loan**" means the term loan in an aggregate principal amount of approximately US\$15.0 million made to Strat-B LP under the Strat-B Credit Agreement;

"**Stratus**" means SBS Franchising, LLC, a Delaware limited liability company;

"**Stratus Licence and Royalty Agreement**" means the licence and royalty agreement dated November 15, 2022 between Strat-B LP and Stratus, a copy of which is available on SEDAR+ at www.sedarplus.ca;

"**Stratus Rights**" has the meaning ascribed to it in the Stratus Licence and Royalty Agreement;

"**Sutton**" means Sutton Realty Services Ltd., a corporation amalgamated under the laws of Canada;

"**Sutton Royalty Deferral Agreement**" has the meaning ascribed to it under "*Recent Developments*";

"**Sutton Royalty Relief Agreement**" has the meaning ascribed to it under "*Recent Developments*";

"**Tax Act**" means the *Income Tax Act* (Canada) and the regulations thereunder, as amended;

"**Tax Proposals**" has the meaning ascribed to it under "*Certain Canadian Federal Income Tax Considerations*";

"**taxable capital gain**" has the meaning ascribed to it under "*Certain Canadian Federal Income Tax Considerations – Taxation of Capital Gains and Capital Losses*";

"**Term Sheet**" has the meaning ascribed to it under "*Documents Incorporated by Reference*";

"**TFSAs**" has the meaning ascribed to it under "*Eligibility for Investment*";

"**U.S. Securities Act**" has the meaning ascribed to it on the cover page of this Prospectus Supplement;

"**Underwriters**" has the meaning ascribed to it on the cover page of this Prospectus Supplement;

"**Underwriters' Fee**" has the meaning ascribed to it on the cover page of this Prospectus Supplement; and

"**Underwriting Agreement**" has the meaning ascribed to it on the cover page of this Prospectus Supplement.

CORPORATE STRUCTURE

Diversified Royalty Corp.

The Corporation was incorporated under the CBCA on July 29, 1992 under the name Bennett Environmental Inc. On June 22, 2012, the Shareholders approved a change of name from Bennett Environmental Inc. to BENEV Capital Inc. On September 18, 2014, the Shareholders approved a change of name from BENEV Capital Inc. to Diversified Royalty Corp. On October 14, 2020, the Shareholders approved the continuance of the Corporation from the CBCA to the Province of British Columbia under the BCBCA, which continuance was completed on October 15, 2020. A copy of DIV's Articles are available on SEDAR+ at www.sedarplus.ca.

The principal and head office of the Corporation is located at Suite 330 – 609 Granville Street, PO Box 10033, Vancouver, British Columbia V7Y 1A1. The Corporation's registered office is located at 25th Floor, 700 West Georgia Street, Vancouver, British Columbia, V7Y 1B3.

Intercorporate Relationships

The Corporation's current direct and indirect subsidiaries are as follows:

Entity	Voting Interest	Equity Interest	Primary Business Activity	Jurisdiction of Formation
SGRS LP	N/A(1)	100%(2)	Licences the SGRS Rights to Sutton	British Columbia
SGRS GP	99%	99%	General partner of SGRS LP	British Columbia
ML LP	N/A(1)	100%(3)	Licences the ML Rights to Mr. Lube + Tires	British Columbia
ML GP	99%	99%	General partner of ML LP	British Columbia
AM LP	N/A(1)	100%	Licences the AIR MILES® Rights to Loyalty	British Columbia
AM GP	100%	100%	General partner of AM LP	British Columbia
MRM LP	N/A(1)	95.9%(4)	Licences the MRM Rights to Mr. Mikes	British Columbia
MRM GP	99%	99%	General partner of MRM LP	British Columbia
NND Holdings LP	N/A(1)	100%	Holding entity	British Columbia
NND Holdings GP	100%	100%	General partner of NND Holdings LP	British Columbia
NND Royalties LP	N/A(1)	100%(5)	Licences the NND Rights to Nurse Next Door	British Columbia
NND Royalties GP	99%	99%	General partner of NND Royalties LP	British Columbia
OX LP	N/A(1)	99.9%(6)	Licences the OX Rights to Oxford	British Columbia
OX GP	100%	100%	General partner of OX LP	British Columbia
Strat-B LP	N/A(1)	100%	Licences the Stratus Rights to Stratus	British Columbia
Strat-B GP	100%	100%	General partner of Strat-B LP	British Columbia
BARB LP	N/A(1)	99.9%(7)	Licences the BarBurrito Rights to BarBurrito	British Columbia
BARB GP	100%	100%	General partner of BARB LP	British Columbia
Cheeb LP	N/A(1)	100%	Licences the Cheba Hut Rights to Cheba Hut	British Columbia
Cheeb GP	100%	100%	General partner of Cheeb LP	British Columbia

Notes:

(1) All limited partnership units are non-voting and the limited partnership is controlled by its general partner (which is controlled directly or indirectly by the Corporation); however, certain matters approved

by the board of directors of the general partner require the consent of both the Corporation and the applicable Royalty Partner (other than in the case of AM LP, NND Holdings LP, Strat-B LP and Cheeb LP where such matters need only be consented to by DIV).

(2) Sutton owns the SGRS Exchangeable Units, none of which are currently immediately exchangeable for Common Shares (or cash at the Corporation's election).

(3) Mr. Lube + Tires owns the ML Exchangeable Units, none of which are currently immediately exchangeable for Common Shares (or cash at the Corporation's election).

(4) Mr. Mikes owns the MRM Exchangeable Units, none of which are currently immediately exchangeable for Common Shares (or cash at the Corporation's election); however, the Class B Distribution Limit and Class C Distribution Limit are each currently 177,516 (as such terms are defined in the MRM LP Agreement), representing a 4.1% retained interest of Mr. Mikes in MRM LP.

(5) Nurse Next Door owns the NND Royalties Exchangeable Units, none of which are currently immediately exchangeable for Common Shares (or cash at the Corporation's election); however, Nurse Next Door is entitled to the Nurse Next Door Distribution Entitlement on the NND Royalties Exchangeable Units.

(6) Oxford owns the OX Exchangeable Units, none of which are currently immediately exchangeable for Common Shares (or cash at the Corporation's election); however, Oxford also owns 10,493 ordinary limited partner units of OX LP representing a 0.1% retained interest of Oxford in OX LP.

(7) BarBurrito owns the BARB Exchangeable Units, none of which are currently immediately exchangeable for Common Shares (or cash at the Corporation's election); however, BarBurrito also owns 18,791 ordinary limited partner units of BARB LP representing a 0.1% retained interest of BarBurrito in BARB LP.

BUSINESS OF THE CORPORATION

The Corporation is a multi-royalty corporation engaged in the business of acquiring royalties from well-managed multi-location businesses and franchisors in North America ("**Royalty Partners**"), with its current Royalty Partners being Sutton, Mr. Lube + Tires, Loyalty, Mr. Mikes, Nurse Next Door, Oxford, Stratus, BarBurrito and Cheba Hut. The Corporation believes that its royalty structure provides a strong incentive for a Royalty Partner to continue growing its business while retaining control of its business. The Corporation's primary objectives are to: (i) purchase stable and growing royalty streams from Royalty Partners; and (ii) increase distributable cash per Common Share, a non-IFRS ratio, by making accretive royalty purchases. These objectives are intended to allow the Corporation to pay a monthly dividend to Shareholders, while increasing the dividend as distributable cash per Common Share allows. Further information regarding the Corporation, its subsidiaries and its Royalty Partners and their respective businesses, including the royalty and other arrangements between the Corporation and its Royalty Partners, can be found in the Corporation's AIF and the materials incorporated by reference into this Prospectus Supplement. See "*Documents Incorporated by Reference*".

RECENT DEVELOPMENTS

2026 Adjustment to the BarBurrito Royalty Pool

BARB LP has received notice from BarBurrito that BarBurrito intends to add nine eligible BarBurrito restaurants to the BarBurrito royalty pool effective March 1, 2026 (the "**2026 BarBurrito Adjustment**"). The 2026 BarBurrito Adjustment is expected to result in an increase of $31,450 ($377,400 annualized) to the monthly royalty payment payable by BarBurrito to BARB LP commencing with the royalty payment in respect of the month of March 2026. The consideration payable by BARB LP to BarBurrito for the incremental royalty revenue is expected to be approximately $3.3 million.

AIR MILES® Amendments

On January 26, 2026, pursuant to the AIR MILES® Master Amending Agreement, the Corporation amended the terms of the AIR MILES® Licenses to, among other things, provide a 10-year, fixed annual royalty payment of $3,925,000, paid quarterly (the "**AIR MILES® Amendments**"). The royalty payment payable thereunder will grow at a rate of 2.42% per annum commencing on February 1, 2027, and each February 1st thereafter during the term. Under the AIR MILES® Amendments, the annual royalty payments are increased by over 20% and are guaranteed by a Canadian chartered bank. Annually, on December 31st, the Corporation tests the carrying value of its intangible assets for impairment. As a result of the AIR MILES® Amendments, at December 31, 2025, the Corporation may partially reverse previous impairments of intangible assets in respect of AIR MILES® based on revised estimated associated future cash flows.

Sutton Royalty Deferral and Royalty Relief

The Corporation and Sutton entered into a royalty deferral agreement (the "**Sutton Royalty Deferral Agreement**") in the fourth quarter of 2024, which provides Sutton with a 20% deferral of royalties for the months of October 2024 to December 2025. The Sutton Royalty Deferral Agreement supported Sutton's investment in building its management team, increasing marketing and business development. Subsequently, in December 2025, with effect October 1, 2025, the Corporation and Sutton entered into a royalty relief agreement (the "**Sutton Royalty Relief Agreement**"), which provides, *inter alia*, that (i) the 20% deferred royalties payable by Sutton for the months of October 2024 to September 2025 are forgiven, and (ii) 33% of the royalties payable by Sutton for the months of October 2025 to December 2026 are waived. The Sutton Royalty Relief Agreement is intended to support Sutton's continued investment in business development initiatives to increase its agent base. As a result of these amendments, at December 31, 2025, the Corporation may write down intangible assets related to Sutton based on estimated associated future cash flows.

DIVIDEND POLICY

Policy

The Corporation currently has a dividend policy providing for the payment of a monthly dividend, subject to the approval of the Board. In general, dividends paid by the Corporation are designated to be eligible dividends pursuant to subsection 89(14) of the Tax Act.

The determination to declare and pay dividends is subject to the discretion of the Board and will be evaluated periodically and may be deferred, delayed, suspended or revised depending on, among other factors, the Corporation's earnings, the financial requirements of the Corporation's operations, planned acquisitions, income tax payable by the Corporation and its subsidiaries, access to capital markets, the satisfaction of solvency tests imposed by the BCBCA for the declaration and payment of dividends and other conditions that may exist from time to time. In addition, the Corporation is prohibited from paying dividends or making other distributions to its Shareholders pursuant to the terms of the DIV Credit Agreement if the Corporation is not in compliance with certain financial covenants set forth therein. The Corporation monitors the financial covenants under its and its subsidiaries' credit facilities closely in order to ensure compliance therewith prior to the payment of any distributions by its subsidiaries to the Corporation and the payment of any dividends by the Corporation to its Shareholders.

Dividends are not guaranteed and may be reduced or suspended in the future. The ability of the Corporation to make dividend payments, and the amount thereof, will be dependent upon, among other things, the ability of the Royalty Partners to meet their respective obligations to the Corporation and its subsidiaries and compliance by the Corporation and its subsidiaries with certain financial covenants in their respective credit facilities. The actual amount distributed will be dependent upon, among other things, the amount of the royalty payments received indirectly by the Corporation from its Royalty Partners. The market value of the Common Shares may deteriorate if the Corporation is unable to meet its cash distribution targets in the future, and that deterioration may be material. See “*Risk Factors*”.

History

The Corporation declared and paid the following cash dividends to Shareholders from February 1, 2025 to February 3, 2026 as per the following table:

Period	Record Date	Cash Distribution ($)	Date Paid
February 2025	February 14, 2025	$0.02083	February 28, 2025
March 2025	March 14, 2025	$0.02083	March 31, 2025
April 2025	April 15, 2025	$0.02083	April 30, 2025
May 2025	May 15, 2025	$0.02083	May 30, 2025
June 2025	June 13, 2025	$0.02083	June 30, 2025
July 2025	July 15, 2025	$0.02292	July 31, 2025
August 2025	August 15, 2025	$0.02292	August 29, 2025
September 2025	September 15, 2025	$0.02292	September 29, 2025
October 2025	October 15, 2025	$0.02292	October 31, 2025
November 2025	November 14, 2025	$0.02292	November 28, 2025
December 2025	December 15, 2025	$0.02375	December 31, 2025
January 2026	January 15, 2026	$0.02375	January 30, 2026

Dividend Reinvestment Plan

The Corporation has a dividend reinvestment plan (“**DRIP**”) that, when active, allows eligible holders of Common Shares to reinvest some or all cash dividends paid in respect of their Common Shares in additional Common Shares. At the Corporation’s election, these additional Common Shares may be issued from treasury or purchased on the open market. If the Corporation elects to issue Common Shares from treasury, the Common Shares will be purchased under the DRIP at a 3% discount to the volume weighted average closing price for the Common Shares on the TSX for the five trading days immediately preceding the relevant dividend payment date. The Corporation may, from time to time, change or eliminate the discount applicable to Common Shares issued from treasury.

To be eligible to participate in the DRIP, holders of Common Shares must be resident in Canada. Participation in the DRIP does not relieve Shareholders of any liability for taxes that may be payable in respect of dividends that are reinvested in new Common Shares under the DRIP. Shareholders should consult their tax advisors concerning the tax implications of their participation in the DRIP having regard to their particular circumstances.

PRIOR SALES

The Corporation has not issued any Common Shares or securities convertible into Common Shares in the 12-month period preceding the date of this Prospectus Supplement, other than as set out below.

Common Shares

The following Common Shares were issued to Mr. Lube + Tires on the below date from treasury pursuant to the adjustment of the royalty pool of Mr. Lube + Tires:

Issuance Date	Common Shares issued from treasury	Issue Price per Common Share
May 1, 2025	1,460,419	$2.7363

The following Common Shares were issued on the below dates pursuant to the Corporation's DRIP:

Issuance Date	Common Shares issued pursuant to DRIP	Grant Date Fair Value of Award
February 28, 2025	164,494	$2.7432
March 31, 2025	167,868	$2.7184
April 30, 2025	165,398	$2.7790
May 30, 2025	162,508	$2.8426
June 30, 2025	151,130	$3.0759
July 31, 2025	158,916	$3.1917
August 29, 2025	151,287	$3.3435
September 29, 2025	138,543	$3.6427
October 31, 2025	150,820	$3.3722
November 28, 2025	145,903	$3.5112
December 31, 2025	141,536	$3.6068
January 30, 2026	139,341	$3.7592

The following Common Shares were issued on the below dates upon the vesting of RSU awards previously granted pursuant to the Corporation's LTIP:

Issuance Date	Common Shares issued on vesting of RSUs	Grant Date Fair Value of Award
March 12, 2025	44,997	$2.7602
March 19, 2025	5,647	$2.7602
March 19, 2025	70,979	$2.7438
August 20, 2025	889	$3.4150
December 16, 2025	45,662	$3.7809

The following Common Shares were issued on the below dates upon the exercise of Options previously granted pursuant to the Corporation's Stock Option Plan:

Issuance Date	Common Shares issued on exercise of Options	Exercise Price
August 20, 2025	29,346	$2.5210
August 20, 2025	25,289	$2.7163
September 12, 2025	58,111	$2.8027
September 12, 2025	40,496	$2.8027
September 30, 2025	52,408	$3.0028

Restricted Stock Units

The following RSUs were granted on the below dates pursuant to the Corporation's LTIP or as dividend equivalents on outstanding RSUs:

Issuance Date	RSUs Granted	Grant Date Fair Value of Award(1)
February 28, 2025	6,454	$2.8281
March 31, 2025	5,433	$2.8025
March 31, 2025	5,116	$2.8095
April 30, 2025	5,392	$2.8649
May 30, 2025	5,309	$2.9306
June 30, 2025	4,942	$3.1710
June 30, 2025	4,528	$3.1741
July 31, 2025	5,306	$3.2904
August 29, 2025	5,100	$3.4469
September 29, 2025	4,701	$3.7554
September 30, 2025	3,873	$3.7107
October 31, 2025	5,134	$3.4765
November 28, 2025	4,964	$3.6198
December 31, 2025	5,039	$3.7183
December 31, 2025	3,861	$3.7230
January 1, 2026	221,595	$3.7230
January 30, 2026	4,532	$3.8755

Notes:

(1) The grant date fair value was calculated using the volume weighted average price at which the Common Shares had traded on the Exchange during the five most recent trading days ending on the trading day immediately prior to the applicable grant date.

Deferred Share Units

The following DSUs were granted on the below dates pursuant to the Corporation's LTIP or as dividend equivalents on outstanding DSUs:

Issuance Date	DSUs Granted	Grant Date Fair Value of Award[(1)]
February 28, 2025	1,462	$2.8281
March 31, 2025	1,481	$2.8025
March 31, 2025	10,232	$2.8095
April 1, 2025	186,863	$2.8095
April 30, 2025	2,890	$2.8649
May 30, 2025	2,843	$2.9306
June 30, 2025	2,647	$3.1710
June 30, 2025	9,057	$3.1741
July 31, 2025	2,893	$3.2904
August 29, 2025	2,777	$3.4469
September 29, 2025	2,566	$3.7554
September 30, 2025	7,747	$3.7107
October 31, 2025	2,839	$3.4765
November 28, 2025	2,744	$3.6198
December 31, 2025	2,782	$3.7183
December 31, 2025	7,721	$3.7230
January 30, 2026	2,732	$3.8755

Notes:

(1) The grant date fair value was calculated using the volume weighted average price at which the Common Shares had traded on the Exchange during the five most recent trading days ending on the trading day immediately prior to the applicable grant date.

TRADING PRICE AND VOLUME

The Common Shares are currently listed and posted for trading on the Exchange, which is the principal trading market for the Common Shares, under the symbol "DIV". The following table sets forth the high and low sales price and trading volume of the Common Shares on the Exchange for the periods indicated:

Month	High	Low	Total Volume
January 2025	$2.97	$2.75	5,405,161
February 2025	$2.86	$2.50	5,206,667

March 2025	$2.86	$2.69	6,611,300
April 2025	$2.90	$2.57	6,720,758
May 2025	$2.98	$2.85	6,111,908
June 2025	$3.21	$2.87	8,986,637
July 2025	$3.35	$3.17	6,521,366
August 2025	$3.55	$3.25	5,203,308
September 2025	$3.81	$3.50	6,704,336
October 2025	$3.80	$3.41	6,198,836
November 2025	$3.82	$3.43	7,150,775
December 2025	$3.81	$3.65	3,391,590
January 2026	$3.94	$3.73	5,049,851
February 1 – 3, 2026	$4.05	$3.90	1,195,339

On January 30, 2026, the business day immediately preceding the date of the announcement of the Offering, the closing price of the Common Shares on the Exchange was $3.88. On February 3, 2026, the last business day prior to the filing of this Prospectus Supplement, the closing price of the Common Shares on the Exchange was $4.05.

The 2027 Debentures are currently listed and posted for trading on the Exchange, which is the principal trading market for the 2027 Debentures, under the symbol “DIV.DB.A”. The following table sets forth the high and low sales price and trading volume of the 2027 Debentures on the Exchange for the periods indicated:

Month	**High**	**Low**	**Total Volume**
January 2025	$104.50	$99.99	1,125,000
February 2025	$103.50	$101.02	852,000
March 2025	$101.99	$100.12	590,000
April 2025	$101.28	$100.25	464,000
May 2025	$101.75	$100.32	488,000
June 2025	$100.99	$99.81	334,000
July 2025	$102.90	$100.00	666,000
August 2025	$103.65	$101.50	381,000

September 2025	$102.50	$101.27	350,000
October 2025	$103.64	$101.69	373,000
November 2025	$104.01	$101.80	392,000
December 2025	$105.00	$101.85	555,000
January 2026	$104.00	$102.04	494,000
February 1 – 3, 2026	$102.92	$102.86	12,000

On January 30, 2026, the business day immediately preceding the date of the announcement of the Offering, the closing price of the 2027 Debentures on the Exchange was $102.04. On February 3, 2026, the last business day prior to the filing of this Prospectus Supplement, the closing price of the 2027 Debentures on the Exchange was $102.92.

USE OF PROCEEDS

The total net proceeds from the sale of the Debentures under this Offering are estimated to be approximately $56.96 million (or approximately $65.60 million if the Over-Allotment Option is exercised in full) after deducting the Underwriters' Fee of $2.4 million (or $2.76 million if the Over-Allotment Option is exercised in full) and the expenses of the Offering, estimated at $640,000.

The Corporation intends to use approximately $22 million of the net proceeds of the Offering to repay outstanding amounts under the Acquisition Facility. The repayment of indebtedness under the Acquisition Facility will thereby increase the amount available to be drawn under the Acquisition Facility to fund future acquisitions. The outstanding indebtedness under the Acquisition Facility was incurred by the Corporation for purposes of financing the Cheba Hut Rights Acquisition.

The Corporation intends to use the balance of the net proceeds of the Offering (and any additional net proceeds from an exercise of the Over-Allotment Option) to fund expected additions to the royalty pools of certain Royalty Partners, and for working capital and general corporate purposes.

Although the Corporation intends to use the net proceeds from the Offering as set forth above, the actual allocation of the net proceeds may vary depending on the Corporation's operating and capital needs from time to time, and may be used, without limitation, to further the Corporation's business objectives of acquiring top line royalties from well-managed, multi-location businesses and franchisors in North America. Potential investors are cautioned that notwithstanding the Corporation's current intentions regarding the use of the net proceeds of the Offering, there may be circumstances where a reallocation of the net proceeds may be advisable for reasons that management believes, in its discretion, are in the Corporation's best interests. See "*Risk Factors*".

CONSOLIDATED CAPITALIZATION OF THE CORPORATION

The following table sets out the unaudited consolidated capitalization of the Corporation as at September 30, 2025 both before and after giving effect to the Offering (but without giving effect to the exercise of the Over-Allotment Option):

Designation	Authorized	Outstanding as at September 30, 2025 ($000s) Actual (unaudited)	Offering (unaudited)	*Pro forma* as adjusted for the Offering (unaudited)
Cash and Cash Equivalents				
Cash and cash equivalents	N/A	$4,049	$34,983	$39,032
Shareholders' Equity				
Share Capital (Common Shares)	unlimited	$328,846 (170,121,712 Common Shares)	-	$328,846 (170,121,712 Common Shares[(1)])
Indebtedness				
DIV Term Loan	$6,960	$6,960[(2)]	-	$6,960
SGRS Operating Loan	$500	-	-	$ -
SGRS Term Loan	$6,300	$6,300[(2)]	-	$6,300
ML Operating Loan	$1,000	-	-	$ -
ML Term Loan	$84,870	$84,870[(2)]	-	$84,870
AM Operating Loan	$1,500	-	-	$ -
AM Term Loan	$7,200	$7,200[(2)]	-	$7,200
MRM Operating Loan	$500	-	-	$ -
MRM Term Loan	$10,300	$10,300[(2)]	-	$10,300
NND Term Loan	$10,500	$10,500[(2)]	-	$10,500
OX Operating Loan	$500	-	-	$ -
OX Term Loan	$11,000	$11,000[(2)]	-	$11,000
Strat-B Operating Loan	$696	-	-	$ -
Strat-B Term Loan	$20,880	$20,880[(2)]	-	$20,880
BARB Term Loan	$20,000	$20,000[(2)]	-	$20,000
BARB Operating loan	$500	-	-	$ -
Cheeb Term Loan	$6,960	$6,960[(2)]	-	$6,960
Cheeb Operating Loan	$696	-	-	$ -
Acquisition Facility	$70,000	$21,977	($21,977)	$ -
2027 Debentures	$52,500[(3)]	$52,500[(3)]	-	$52,500[(3)]
Initial Debentures[(5)]	-	-	$56,960	$56,960
Total capitalization[(4)]	**n/a**	**$588,293**	**$34,983**	**$623,276** [(5)(6)]

Notes:

(1) The share capital and number of Common Shares does not give effect to any Common Shares issued under the DRIP, or upon the vesting of RSUs or exercise of Options after September 30, 2025.

(2) In the Corporation's financial statements for the three and nine months ended September 30, 2025, the outstanding amount of the DIV Term Loan, SGRS Term Loan, ML Term Loan, AM Term Loan, MRM Term Loan, NND Term Loan, OX Term Loan, Strat-B Term Loan, BARB Term Loan and Cheeb Term Loan were reported as $6.902, $6.263, $84.651, $7.119, $10.272, $10.41, $10.966, $20.819, $19.89 and $6.94 million, respectively, on account of certain accounting adjustments made in accordance with IFRS. Notwithstanding these accounting adjustments, the outstanding

principal amounts payable under the DIV Term Loan, SGRS Term Loan, ML Term Loan, AM Term Loan, MRM Term Loan, NND Term Loan, OX Term Loan, Strat-B Term Loan, BARB Term Loan and Cheeb Term Loan are $6.96, $6.3, $84.87, $7.2, $10.3, $10.5, $11.0, $20.88, $20.0 and $6.96 million respectively.

(3) Figure represents the outstanding principal amount of the 2027 Debentures. Under IFRS the 2027 Debentures have a liability component and an equity component, with the liability carrying value and equity carrying value of the 2027 Debentures being $50.421 million and $3.074 million, respectively, as at September 30, 2025.

(4) Total capitalization is the sum of shareholders' equity and indebtedness, excluding cash and cash equivalents.

(5) After deducting the Underwriters' Fee and the expenses of the Offering.

(6) In the event the Over-Allotment Option is exercised in full, the outstanding number of Debentures will be $69.0 million and total capitalization as adjusted for the Offering will be $631.9 million.

(7) The principal amount of the Strat-B Term Loan is US$15.0 million (equivalent to approximately $20.8 million in Canadian dollars). See "*Exchange Rate Information*".

(8) The principal amount of the Cheeb Term Loan is US$5.0 million (equivalent to approximately $6.96 million in Canadian dollars). See "*Exchange Rate Information*".

EARNINGS COVERAGE RATIOS

For the 12 Months Ended December 31, 2024

The following table sets forth the earnings coverage ratios for the twelve months ended December 31, 2024. The earnings coverage ratios set forth below were prepared in accordance with applicable Canadian securities law requirements derived from the Annual Financial Statements. The table also reconciles net income (loss) and comprehensive income (loss) to EBITDA.

		($000)	
		12 Months Ended December 31, 2024	**12 Months Ended December 31, 2024 (Pro Forma After Giving Effect to the Offering)**
Net income (loss) and comprehensive income (loss)		26,619	23,461
Add:	Interest expense	14,133	17,583
	Income tax expense	10,873	9,942
	Depreciation and amortization	103	103
Earnings before interest, income tax, depreciation and amortization expense		51,728	51,088
Add:	Share-based compensation	2,152	2,152
	Impairment (reversal)	8,204	8,204
	Other finance costs (income), net	887	887
	Fair value adjustment on financial instruments	(2,322)	(2,322)

Payment of lease obligations	(110)	(110)
Transaction costs	-	640
DIV Royalty Entitlement, net of NND Royalties LP expenses	5,197	5,197
Normalized EBITDA[(1)]	65,736	65,736
Interest expense	14,133	17,583
Earnings coverage ratio[(2)]	3.66	2.91
Supplemental earnings coverage ratio[(3)]	4.65	3.74

Notes:

(1) Normalized EBITDA is a non-IFRS measure. See "*Non-IFRS Measures*".

(2) Earnings coverage ratio is a non-IFRS ratio calculated as earnings of the Corporation before interest, income tax, depreciation and amortization expense, divided by borrowing costs (which are defined to include interest expense on term loans, revolving credit facilities, debentures and other loans (excluding unamortized deferred financing costs, unamortized mark-to-market adjustments and interest rate swap contracts)).

(3) Supplemental earnings coverage ratio is a non-IFRS ratio and is calculated as EBITDA divided by borrowing costs (which are defined to include interest expense on term loans, revolving credit facilities, debentures, other loans and finance lease liability (excluding unamortized deferred financing costs, unamortized mark-to-market adjustments and interest rate swap contracts)).

The earnings of the Corporation before interest, income tax, depreciation and amortization expense for the 12 months ended December 31, 2024 was approximately $51.7 million. The Corporation's borrowing costs amounted to approximately $14.1 million for the 12 months ended December 31, 2024, resulting in an earnings coverage ratio of 3.66 for such period.

After giving effect to the Offering and including *pro forma* adjustments, and before any exercise of the Over-Allotment Option, the *pro forma* earnings of the Corporation before interest, income tax, depreciation and amortization expense for the 12 months ended December 31, 2024 would have amounted to approximately $51.1 million, and the *pro forma* borrowing costs of the Corporation would have amounted to approximately $17.6 million, resulting in an earnings coverage ratio of 2.91 for such period.

The Corporation's Normalized EBITDA for the 12 months ended December 31, 2024 was approximately $65.7 million. The Corporation's borrowing costs amounted to approximately $14.1 million for the 12 months ended December 31, 2024, resulting in supplemental earnings coverage ratios of 4.65 for such period.

After giving effect to the Offering and including *pro forma* adjustments, and before any exercise of the Over-Allotment Option, the *pro forma* Normalized EBITDA for the 12 months ended December 31, 2024 would have amounted to approximately $65.7 million, and the *pro forma* borrowing costs of the Corporation would have amounted to approximately $17.6 million, resulting in supplemental earnings coverage ratios of 3.74 for such period.

For the Period Ended September 30, 2025

The following table sets forth the earnings coverage ratios for the twelve months ended September 30, 2025. The earnings coverage ratios set forth below were prepared in accordance with applicable

Canadian securities law requirements derived from the Interim Financial Statements. The table also reconciles net income (loss) and comprehensive income (loss) to EBITDA.

		($000)	
		12 Months Ended September 30, 2025	**12 Months Ended September 30, 2025 (Pro Forma After Giving Effect to the Offering)**
Net income (loss) and comprehensive income (loss)		29,697	26,539
Add:	Interest expense	13,478	16,928
	Income tax expense	11,620	10,689
	Depreciation and amortization	99	99
Earnings before interest, income tax, depreciation and amortization expense		54,894	54,254
Add:	Share-based compensation	2,768	2,768
	Impairment (reversal)	8,204	8,204
	Other finance costs (income), net	1,747	1,747
	Fair value adjustment on financial instruments	(2,977)	(2,977)
	Payment of lease obligations	(112)	(112)
	Transaction costs	-	640
	DIV Royalty Entitlement, net of NND Royalties LP expenses	5,274	5,274
Normalized EBITDA(1)		69,798	69,798
Interest expense		13,478	16,928
Earnings coverage ratio(2)		4.07	3.20
Supplemental earnings coverage ratio(3)		5.18	4.12

Notes:

(1) Normalized EBITDA is a non-IFRS measure. See "*Non-IFRS Measures*".

(2) Earnings coverage ratio is a non-IFRS ratio calculated as earnings of the Corporation before interest, income tax, depreciation and amortization expense, divided by borrowing costs (which are defined to include interest expense on term loans, revolving credit facilities, debentures and other loans (excluding unamortized deferred financing costs, unamortized mark-to-market adjustments and interest rate swap contracts)).

(3) Supplemental earnings coverage ratio is a non-IFRS ratio and is calculated as EBITDA divided by borrowing costs (which are defined to include interest expense on term loans, revolving credit facilities, debentures, other loans and finance lease liability (excluding unamortized deferred financing costs, unamortized mark-to-market adjustments and interest rate swap contracts)).

The earnings of the Corporation before interest, income tax, depreciation and amortization expense for the 12 months ended September 30, 2025 was approximately $54.9 million. The Corporation's borrowing costs amounted to approximately $13.5 million for the 12 months ended September 30, 2025, resulting in an earnings coverage ratio of 4.07 for such period.

After giving effect to the Offering and including *pro forma* adjustments, and before any exercise of the Over-Allotment Option, the *pro forma* earnings of the Corporation before interest, income tax, depreciation and amortization expense for the 12 months ended September 30, 2025 would have amounted to approximately $54.3 million, and the *pro forma* borrowing costs of the Corporation would have amounted to approximately $16.9 million, resulting in an earnings coverage ratio of 3.20 for such period.

The Corporation's Normalized EBITDA for the 12 months ended September 30, 2025 was approximately $69.8 million. The Corporation's borrowing costs amounted to approximately $13.5 million for the 12 months ended September 30, 2025, resulting in supplemental earnings coverage ratios of 5.18 for such period.

After giving effect to the Offering and including *pro forma* adjustments, and before any exercise of the Over-Allotment Option, the *pro forma* Normalized EBITDA for the 12 months ended September 30, 2025 would have amounted to approximately $69.8 million, and the *pro forma* borrowing costs of the Corporation would have amounted to approximately $16.9 million, resulting in supplemental earnings coverage ratios of 4.12 for such period.

Under IFRS, the Corporation will account for the Debentures as a liability in the consolidated balance sheet, and certain embedded derivatives will be separated from the host liability contract. The interest expense and financing charges related to the host liability contract will be amortized using the effective interest method, while the embedded derivatives will be recorded at fair value at each reporting period.

For purposes of the *pro forma* calculations above, interest expense has been calculated as though the Debentures (excluding the Over-Allotment Debentures) had been accounted for after consideration of the value of the embedded derivatives. Also, for purposes of the calculation, interest expense includes financing charges related to the amortization of debt issuance costs and accretion.

DESCRIPTION OF THE DEBENTURES

The following is a summary of the material attributes and characteristics of the Debentures. This summary does not purport to be complete and is subject to, and qualified in its entirety by reference to, the terms of the Indenture, which will be filed with the applicable Canadian securities regulatory authorities and available on SEDAR+ at www.sedarplus.ca.

General

The Debentures will be issued under the Indenture. The Debenture Trustee is the trustee under the Indenture.

The Debentures to be issued will be in the aggregate principal amount of $60 million ($69 million 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, 2031. 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 (other than the Over-Allotment Debentures which will bear interest from and including the date of issue of the Initial Debentures) at 5.75% per annum, which will be payable, subject to the subordination provisions of the Debentures, semi-annually in arrears on March 31 and September 30 of each year, commencing on September 30, 2026, computed on the basis of a 360-day year comprised of twelve 30-day months. The first interest payment will include interest accrued from and including the Closing Date to, but excluding, September 30, 2026. Assuming the Closing Date occurs on February 9, 2026, the first interest payment payable on September 30, 2026 will be approximately $36.74 per $1,000 principal amount of Debentures.

The principal amount of the Debentures is payable, subject to the subordination provisions of the Debentures, in lawful money of Canada or, at the option of the Corporation, subject to the receipt of applicable regulatory approvals and provided that no Event of Default has occurred and is continuing, 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 interest on the Debentures is payable, subject to the subordination provisions of the Debentures, in lawful money of Canada, including, at the option of the Corporation, in accordance with the Common Share Interest Payment Election as defined and described under "*Description of the Debentures - Method of Payment - Interest Payment Election*".

The Debentures are direct 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 "*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 payment of the principal of, and interest on, the Debentures will be subordinated and postponed in right of payment, as set forth in the Indenture, to the full and final payment of all Senior Indebtedness of the Corporation including indebtedness to trade and other creditors of the Corporation, excluding the issuance of Common Shares upon conversion, redemption, maturity or in accordance with the Common Share Interest Payment Election, in each case in accordance with the terms of the Indenture. "**Senior Indebtedness**" of the Corporation will be defined in the Indenture to mean, in effect, the principal of and premium or make-whole amount, if any, and interest, or any other amounts payable thereunder, if any, on all existing and future indebtedness (including indebtedness to trade creditors), obligations and liabilities (including any future indebtedness which is stated as ranking senior to the Debentures) and indebtedness, obligations and liabilities preferred by mandatory provisions of law (whether outstanding as at the date of the Indenture or thereafter incurred), other than: (i) indebtedness evidenced by the Debentures and (ii) all other existing and future debentures or other instruments of the Corporation which, by the terms of the instrument creating or evidencing the indebtedness, is expressed to be pari passu with, or subordinate in right of payment to, the Debentures or other indebtedness ranking pari passu with the Debentures. Each Debenture issued under the Indenture will rank pari passu with each other Debenture issued thereunder and with all other present and future unsecured subordinated indebtedness of the Corporation except for sinking fund provisions (if any) applicable to different series of debentures or other similar types of obligations of the Corporation.

The Indenture will provide that in the event of any distribution of the assets of the Corporation on any dissolution, winding-up, total liquidation or reorganization of the Corporation (whether in bankruptcy, insolvency or receivership proceedings, or upon an "assignment for the benefit of creditors" or any other marshalling of the assets, properties or liabilities of the Corporation, or otherwise), the holders of Senior Indebtedness will receive payment in full, or provision will be made for such payment, before the holders of Debentures will be entitled to receive any payment on account of the indebtedness, liabilities and obligations of the Corporation under the Indenture or the Debentures, whether on account of principal, interest or otherwise.

The Indenture will also provide that in case of a circumstance constituting a default or event of default with respect to any full recourse secured Senior Indebtedness (excluding equipment and vehicle leases) permitting (whether at that time or upon notice, lapse of time, or satisfaction of any other condition precedent) the applicable "**Senior Creditors**" (as defined in the Indenture) to demand payment or accelerate the maturity thereof where the notice of such default or event of default has been given by or on behalf of the applicable Senior Creditors to the Corporation, unless and until such default or event of default shall have been cured or waived or shall have ceased to exist, the Corporation will not make any payment (by purchase of the Debentures or otherwise), and neither the Debenture Trustee nor the holders of the Debentures will be entitled to demand, accelerate, institute proceedings for the collection of (which shall, for certainty include without limitation, proceedings related to an adjudication or declaration as to the insolvency or bankruptcy of the Corporation and other similar creditor proceedings), or receive any payment or benefit (including without limitation by set-off, combination of accounts or otherwise in any manner whatsoever) on account of the Debentures after the happening of such a default or event of default, and unless and until such default or event of default shall have been cured or waived or shall have ceased to exist, such payment shall be held in trust for the benefit of the applicable Senior Creditors in accordance with the terms of the Indenture.

Conversion Rights

Each Debenture will be convertible into Common Shares at the option of the Debentureholders at any time prior to the close of business on the earliest of the business day immediately preceding: (i) the Maturity Date; (ii) if called for redemption, the date specified by the Corporation for redemption of the Debentures, at the Conversion Price, being a conversion rate of approximately 186.9159 Common Shares per $1,000 principal amount of Debentures, subject to adjustment in certain events as described in the Indenture; and (iii) the payment date in the event the Corporation is required to repurchase the Debentures in the event of a Change of Control. Debentureholders converting their Debentures will be entitled, subject to the subordination provisions of the Debentures, to receive accrued and unpaid interest on such Debentures for the period from and including the last Interest Payment Date (or the date of issue of the Debentures if there has not yet been an Interest Payment Date) to, but excluding, the date of conversion, provided however that no Debentures may be converted during the five business days preceding any applicable Interest Payment Date. Other than in the case of maturity, a conversion notice received during such five business day period will be deemed received as of the date the registers are next opened.

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, securities convertible into Common Shares by way of stock dividend or other distribution (other than the issue of Common Shares to holders of Common Shares who have elected to receive dividends or distributions paid in lieu of cash dividends or cash distributions paid in the ordinary course on the Common Shares);

    (ii) options, rights or warrants entitling such holders to acquire Common Shares or other securities convertible into Common Shares at a price per share that is less than 95% of the then Current Market Price;

    (iii) evidence of indebtedness of the Corporation; or

(iv) assets (excluding cash dividends paid in the ordinary course in an amount not greater than \$0.0285 per Common Share per month); and

(c) the payment of cash or any other consideration in respect of an issuer bid (other than a normal course issuer bid) by the Corporation 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 Exchange) to participate in such event on the same terms *mutatis mutandis* 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%.

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 compulsory acquisition of Common Shares, consolidation, amalgamation, arrangement, merger or acquisition of the Corporation with or into any other entity, or in the case of any sale or conveyance of the property or assets of the Corporation as an entirety or substantially as an entirety to any other person or 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 Exchange, 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 applicable record date or effective date of such reclassification, capital reorganization, consolidation, amalgamation, arrangement, merger, acquisition, sale, conveyance, liquidation, dissolution or winding-up. Notwithstanding the foregoing, if prior to the date that is five years plus one day from the last date of original issuance of Debentures, Debentureholders would otherwise be entitled to receive, upon conversion of the Debentures, any property (including cash) or securities that would not constitute "prescribed securities" for the purposes of clause 212(1)(b)(vii)(E) of the Tax Act as it applied immediately before January 1, 2008 (referred to herein as "**Ineligible Consideration**"), such Debentureholders shall not be entitled to receive such Ineligible Consideration but the Corporation or the successor or acquirer, as the case may be, shall have the right (at the sole option of the Corporation or the successor or acquirer, as the case may be) to deliver either such Ineligible Consideration or "prescribed securities" for the purposes of clause 212(1)(b)(vii)(E) of the Tax Act as it applied immediately before January 1, 2008 with a market value (as conclusively determined by the Board) equal to the market value of such Ineligible Consideration.

No fractional Common Shares will be issued on any conversion but in lieu thereof the Corporation will be required, subject to the subordination provisions of the Debentures, to satisfy fractional interests by a cash payment equal to the Current Market Price multiplied by any fractional Common Share, less any taxes required to be deducted or withheld, if any; provided, however the Corporation shall not be required to make any payment of less than \$10.00.

Redemption

The Debentures are not redeemable on or prior to March 31, 2029, except upon the satisfaction of certain conditions after a Change of Control has occurred. After March 31, 2029 and prior to March 31, 2030 provided that the Current Market Price as of the date on which the notice of redemption is given is not less than 125% of the Conversion Price in respect of the Debentures, the Debentures may be redeemed by the Corporation, in whole or in part, at a redemption price equal to the principal amount thereof plus accrued and unpaid interest, if any, up to but excluding the date of redemption. On and after March 31, 2030 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 the principal amount thereof 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.

In the case of redemption of less than all of the Debentures, the Debentures to be redeemed will be selected by the Debenture Trustee on a pro rata basis to the nearest multiple of $1,000 or in such other manner as the Debenture Trustee deems equitable, subject to the consent of the Exchange, if applicable. The Corporation will have the right to purchase Debentures in the market, by tender or by private contract, at any time subject to regulatory requirements.

Restriction on Share Redemption or Maturity Right

The Corporation 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 right to issue Common Shares on redemption or maturity of the Debentures; or (ii) the Current Market Price determined in connection with the exercise or potential exercise of the right to issue Common Shares on redemption or maturity of the Debentures.

Change of Control

Within 30 days following the occurrence of a Change of Control, the Corporation will be required to make an offer in writing to purchase all of the Debentures then outstanding, at a price equal to 101% of the principal amount thereof plus accrued and unpaid interest earned thereon up to, but excluding, the date of acquisition. 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 (excluding any Debentures owned directly or indirectly by the Corporation or a subsidiary of the Corporation) on the date of the giving of notice of the Change of Control have been tendered to the Corporation pursuant to a 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 days following the expiry of the Debenture Offer, and as soon as possible thereafter, by the Debenture Trustee to the holders of the Debentures not tendered pursuant to a Debenture Offer.

In addition to the requirement of the Corporation to make a Debenture Offer in the event of a Change of Control, 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; (ii) equity securities that are not traded or intended to be traded immediately following such transaction on a stock exchange; (iii) other property that is not traded or intended to be traded immediately following such transaction on a stock exchange or (iv) any combination of the consideration described in the foregoing subclauses (i) through (iii), holders of Debentures will be entitled to convert their Debentures 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 (the "**Make-Whole Premium**").

The number of additional Common Shares per $1,000 principal amount of Debentures constituting the 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 (the "**Cash Offer Price**") paid per Common Share in the transaction constituting the Change of Control. If holders of Common Shares receive (or are entitled and able in all circumstances to receive) only cash in the transaction, the Cash Offer Price will be the cash amount paid per Common Share. Otherwise, the Cash 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 illustrates what the Make-Whole Premium would be for each hypothetical Cash Offer Price and Effective Date set out below, expressed as additional Common Shares per $1,000 principal amount of Debentures. For greater certainty, the Corporation 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.

Cash Offer Price ($)	**February 9, 2026**	**March 31, 2027**	**March 31, 2028**	**March 31, 2029**	**March 31, 2030**
$**3.96**	65.6094	65.6094	65.6094	65.6094	65.6094
$**4.00**	63.5250	63.0841	63.0841	63.0841	63.0841
$**4.10**	58.8854	56.9865	56.9865	56.9865	56.9865
$**4.20**	54.5381	52.3881	51.1793	51.1793	51.1793
$**4.30**	50.4721	48.1349	46.6837	45.6422	45.6422
$**4.40**	46.6682	44.1614	42.5432	40.3568	40.3568
$**4.50**	43.1133	40.4489	38.6800	35.3063	35.3063
$**4.75**	35.2211	32.2147	30.1347	25.8716	23.6104
$**5.00**	28.5980	25.3020	22.9900	18.5100	13.0841
$**5.50**	18.4855	14.8273	12.3382	8.1818	0.1964
$**6.00**	11.6283	7.9000	5.6167	2.5150	0.0133
$**6.50**	7.1262	3.5892	1.7969	0.2215	-
$**7.00**	4.2771	1.1629	0.1629	-	-
$**7.50**	2.5440	0.1360	-	-	-
$**8.00**	1.5275	0.0013	-	-	-
$**9.00**	0.6333	-	-	-	-

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

(a) if the actual Cash Offer Price on the Effective Date is between two Cash 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 Cash Offer Prices and the two Effective Dates in the table based on a 365-day year, as applicable;

(b) if the Cash Offer Price on the Effective Date exceeds $9.00 per Common Share, subject to adjustment as described below, the Make-Whole Premium will be zero; and

(c) if the Cash Offer Price on the Effective Date is less than $3.96 per Common Share, subject to adjustment as described below, the Make-Whole Premium will be zero.

The Cash 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. The adjusted Cash Offer Prices will equal, subject to applicable regulatory approval, the Cash 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 Cash Offer Price adjustment. The number of additional Common Shares set out in the table above will be adjusted in the manner that is inversely proportional to the adjustment of the Conversion Price as set out above under "*Description of the Debentures - Conversion Righ*ts". For greater certainty, there will be no additional Common Shares payable or adjustment to the Conversion Price due to 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 be required, subject to the subordination provisions of the Debentures, to 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 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 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. No fractional Common Shares will be issued on redemption or at maturity but in lieu thereof the Corporation will be required, subject to the subordination provisions of the Debentures, to satisfy fractional interests by a cash payment equal to the Current Market Price multiplied by the fractional Common Share less any taxes required to be deducted or withheld, if any; provided however the Corporation shall not be required to make any payment of less than $10.00.

Interest Payment Election

The Corporation may elect, subject to regulatory and stock exchange approvals and provided that no Event of Default has occurred and is continuing, from time to time to satisfy its obligation to pay all or any part of the interest on the Debentures (the "**Interest Obligation**") on an Interest Payment Date by delivering a sufficient number of freely tradeable Common Shares to the Debenture Trustee to satisfy all or any part, as the case may be, of the Interest Obligation in accordance with the Indenture (the "**Common Share Interest Payment Election**"). The Indenture will provide that, upon such election, the Debenture Trustee shall (a) accept delivery from the Corporation of Common Shares, (b) accept bids with respect to, and consummate sales of, such Common Shares on behalf of the Corporation, 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.

The Indenture sets 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 holders to receive any Common Shares in satisfaction of the Interest Obligation.

Events of Default and Waiver

The Indenture provides 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 30 days to pay interest on such Debentures when due; (b) failure to pay the principal of such Debentures when due, whether at maturity, upon redemption, by declaration or otherwise; (c) default in the delivery, when due, of all cash and any Common Shares or other consideration payable on conversion with respect to the Debentures which default continues for 30 days; (d) failure to observe or perform any material covenant or material condition of the Indenture by the Corporation and the failure to cure, or obtain a waiver for, such default for a period of 30 days; (e) failure to make a Debenture Offer as and when required pursuant to the Indenture; (f) certain events of bankruptcy, insolvency or certain reorganizations of the Corporation under bankruptcy or insolvency laws; or (g) certain events with respect to the winding-up or liquidation of the Corporation occur. 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 holders of not less than 25% of the principal amount of the Debentures then outstanding (excluding any Debentures owned directly or indirectly by the Corporation or a subsidiary of the Corporation), declare the principal of and interest on all outstanding Debentures to be immediately due and payable. In certain cases, the holders of more than 50% of the principal amount of such Debentures then outstanding (excluding any Debentures owned directly or indirectly by the Corporation or a subsidiary of the Corporation) 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 holders may prescribe. Failure to pay as a result of the subordination provisions will not prevent an Event of Default from arising.

Modification

The rights of the holders of the Debentures as well as any other series of debentures that may be issued under the Indenture may be modified in accordance with the terms of the Indenture. For that purpose, among others, the Indenture contains certain provisions which will make binding on all Debentureholders resolutions passed at meetings of the holders of Debentures by votes cast thereat by holders of more than 66⅔% of the principal amount of the Debentures (excluding any Debentures owned directly or indirectly by the Corporation or a subsidiary of the Corporation) present at the meeting or represented by proxy, or rendered by instruments in writing signed by the holders of more than 66⅔% of the principal amount of the Debentures then outstanding (excluding any Debentures owned directly or indirectly by the Corporation or a subsidiary of the Corporation). In certain cases, the modification will, instead or in addition, require assent by the holders of the required percentage of Debentures of each particularly affected series.

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.

Book-Based System for Debentures

On the Closing Date: (i) the Debentures will be issued and deposited in "book entry only" form or 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 in the depository of CDS (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 Prospectus Supplement 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 the Corporation to CDS.

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

The Debentures will be issued in fully registered and certificate 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 (excluding any Debentures owned directly or indirectly by the Corporation or a subsidiary of the Corporation) 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 Debenture holders 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 on 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 the Corporation 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 British Columbia.

DESCRIPTION OF THE COMMON SHARES

The authorized capital of the Corporation consists of an unlimited number of Common Shares of which 170,744,974 Common Shares are issued and outstanding as at the date of this Prospectus Supplement. Each Common Share entitles the holder thereof to one vote per Common Share at meetings of Shareholders, to receive dividends if, as and when declared by the Board and to receive *pro rata* the remaining property and assets of the Corporation upon its dissolution or winding-up. Shareholders have no pre-emptive, subscription or conversion rights.

All Common Shares are of the same class with equal rights and privileges. Common Shares are not subject to future calls or assessments. The Corporation may issue additional Common Shares and options therefor, as well as RSUs and deferred share units settled in the form of Common Shares from time to time under the Corporation's Option Plan and LTIP as determined by the Board.

The amount of cash dividends distributed monthly per Common Share to Shareholders will be equal to a *pro rata* share of such monthly cash dividends. The Corporation intends to pay monthly dividends to Shareholders, substantially all of which will be considered income of Shareholders for Canadian tax purposes. See "*Dividend Policy*".

As at the date of this Prospectus Supplement, there were 3,263,889 Options outstanding and exercisable at prices from $2.72 to $3.00 per Common Share, 744,003 RSUs outstanding which vest between March 17, 2026 and December 15, 2028 into 744,003 Common Shares (certain of which may be settled for cash) and 451,078 DSUs outstanding which settle in an equivalent number of underlying Common Shares.

PLAN OF DISTRIBUTION

Pursuant to the Underwriting Agreement, the Corporation has agreed to issue and sell and the Underwriters have agreed to purchase on the Closing Date, subject to the terms and conditions contained in the Underwriting Agreement, and subject to the approval of certain legal matters on behalf of the Corporation by Osler, Hoskin & Harcourt LLP and on behalf of the Underwriters by Stikeman Elliott LLP, $60,000,000 aggregate principal amount of Initial Debentures offered hereby at the Offering Price for total gross consideration of $60,000,000, payable in cash to the Corporation against delivery of the Initial Debentures. The obligations of the Underwriters under the Underwriting Agreement are several (and not joint or joint and several) and may be terminated at their discretion pursuant to the "disaster out", "regulatory out", "material adverse change out" provisions in the Underwriting Agreement upon the occurrence of certain stated events. The Underwriters are, however, obligated to take and pay for all of the Initial Debentures if any of the Initial Debentures are purchased under the Underwriting Agreement.

The Offering Price was determined by negotiation between CIBC, on behalf of the Underwriters, and the Corporation with reference to the prevailing market price of the Common Shares and other factors. In consideration of the Underwriters' services performed in connection with the Offering, the Corporation has agreed to pay the Underwriters a fee of $40.00 per Initial Debenture sold, representing a commission of 4.0% of the gross proceeds from the sale of the Initial Debentures, being an aggregate of $60,000,000 (or $69,000,000 if the Over-Allotment Option is exercised in full). In the event that the Offering is not completed, the Corporation will reimburse the Underwriters for certain expenses incurred in connection with the Offering. The Corporation has also granted to the Underwriters the Over-Allotment Option, exercisable in whole or in part and at any time not later than the 30th day following the Closing Date, to purchase up to $9,000,000 aggregate principal amount of Over-Allotment Debentures at the Offering Price payable in immediately available funds against the delivery of such Over-Allotment Debentures to cover over-allotments, if any, and for market stabilization purposes. If the Over-Allotment Option is exercised, the Underwriters will receive the Underwriters' fee of $40.00 per Over-Allotment Debenture sold, representing a commission of 4.0% of the gross proceeds from the sale of the Over-Allotment Debentures purchased and sold pursuant to the Over-Allotment Option.

The Underwriters propose to offer the Debentures to the public in each of the provinces and territories of Canada, other than Quebec, initially at the Offering Price. Without affecting the firm obligation of the Underwriters to purchase the Initial Debentures in accordance with the Underwriting Agreement, the Underwriters may decrease the Offering Price of the Debentures which they sell under this Prospectus Supplement after they have made a reasonable effort to sell all such Debentures at the Offering Price. The sale by the Underwriters of Debentures at a price of less than the Offering Price will have the effect of reducing the compensation realized by the Underwriters by the amount that the aggregate price paid by the purchasers for the Debentures is less than the gross proceeds paid by the Underwriters to the Corporation for the Debentures.

Subscriptions for the 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.

This Prospectus Supplement qualifies the distribution of the Debentures and the grant of the Over-Allotment Option as well as the distribution of the Debentures issuable upon the exercise of the Over-Allotment Option. A purchaser who acquires Debentures forming part of the Underwriters' over-allotment position acquires those Debentures under this Prospectus Supplement, regardless of whether the over-allocation position is ultimately filled through the exercise of the Over-Allotment Option or secondary market purchases.

The Corporation has agreed to indemnify the Underwriters and each of their directors, officers, employees, affiliates, advisors, and agents and each other person, if any, controlling the Underwriters against certain liabilities including, without limitation, civil liabilities under Canadian provincial securities legislation and to contribute to any payments the Underwriters may be required to make in respect thereof.

The Underwriting Agreement provides that other than the Debentures offered under this Prospectus Supplement, the Corporation will not issue any Common Shares or securities convertible into Common Shares for a period of 90 days from and after the Closing Date without the prior written consent of CIBC, on behalf of the Underwriters, such consent not to be unreasonably withheld, except pursuant to the Corporation's Stock Option Plan, LTIP, dividend reinvestment plan, outstanding convertible securities (including outstanding Options, RSUs, DSUs and convertible debentures), the exchange of outstanding securities of SGRS LP, ML LP, MRM LP, NND Royalties LP, OX LP or BARB LP held by Sutton, Mr. Lube + Tires, Mr. Mikes, Nurse Next Door, Oxford or BarBurrito for Common Shares, or securities convertible into Common Shares issued in connection with acquisitions provided such convertible securities have terms substantially similar to those issued in connection with past royalty acquisitions completed by the Corporation.

Pursuant to rules of certain Canadian securities regulatory authorities and self regulatory organizations, the Underwriters may not, throughout the period of distribution, bid for or purchase Debentures and/or Common Shares. The foregoing restriction is subject to exceptions, on the condition that the bid or purchase is not engaged in for the purpose of creating actual or apparent active trading in, or raising the price of the Debentures and/or Common Shares. These exceptions include a bid or purchase permitted under the rules of the applicable regulatory authorities relating to market stabilization and passive market making activities and a bid or purchase made for and on behalf of a customer where the order was not solicited during the period of distribution. Under the first mentioned exception, in connection with the Offering, the Underwriters may affect transactions which stabilize or maintain the market price of the Debentures, the 2027 Debentures and/or the Common Shares at levels other than those which might otherwise prevail in the open market. Those transactions, if commenced, may be discontinued at any time.

The Corporation has applied to list the Debentures and the Common Shares issuable upon conversion of the Debentures on the Exchange. Listing is subject to the Corporation fulfilling all the listing requirements of the Exchange.

There is currently no market through which the Debentures may be sold and purchasers may not be able to resell any of the Debentures purchased under this Prospectus Supplement. 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. See "*Risk Factors*".

The closing of the Offering is expected to occur on or about February 9, 2026 or such other date as may be agreed upon by the Corporation and the Underwriters.

This Prospectus Supplement together with the Prospectus constitutes a public offering of the Debentures only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities.

This Prospectus Supplement together with the Prospectus does not constitute an offer to sell or a solicitation of an offer to buy any of the Debentures offered hereby in the United States. The Debentures and the Common Shares issuable upon conversion thereof have not been and will not be registered under the U.S. Securities Act or any state securities laws, and accordingly may not be offered or sold within 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. Except as permitted by the Underwriting Agreement, the Underwriters may not offer or sell the Debentures within the United States. The Underwriting Agreement permits the Underwriters to offer and resell the Debentures, as principal, to certain "qualified institutional buyers" (within the meaning of Rule 144A under the U.S. Securities Act) in the United States, provided such offers and sales are made in accordance with the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144A and similar exemptions under applicable state securities laws. Moreover, the Underwriting Agreement provides that the Underwriters will offer and sell the Debentures outside the United States only in accordance with Rule 903 of Regulation S under the U.S. Securities Act.

In addition, until 40 days after the commencement of the Offering, any offer or sale of Debentures offered hereby or Common Shares issuable upon conversion thereof within the United States by any dealer (whether or not participating in the 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.

Relationship of the Corporation and Certain Underwriters

The Canadian chartered bank affiliate of CIBC has acted as a lender to make credit facilities (the SGRS Term Loan, SGRS Operating Loan, AM Term Loan and AM Operating Loan) available to SGRS

LP and AM LP, respectively. In addition, the Canadian chartered bank affiliate of BMO Nesbitt Burns Inc. (i) has acted as a lender to make credit facilities (the Acquisition Facility, the DIV Term Loan, the ML Term Loan, ML Operating Loan, the MRM Term Loan, the MRM Operating Loan, the OX Term Loan, the OX Operating Loan, the Strat-B Term Loan, the Strat-B Operating Loan, the BARB Term Loan, BARB Operating Loan, the Cheeb Term Loan and the Cheeb Operating Loan) available to the Corporation, ML LP, MRM LP, OX LP, Strat-B LP, BARB LP and Cheeb LP, respectively, and (ii) controls a Royalty Partner and licenses the AIR MILES® Rights from AM LP. Accordingly, under applicable Canadian securities laws, the Corporation may be considered a "connected issuer" to CIBC and to BMO Nesbitt Burns Inc.

As of September 30, 2025, SGRS LP owed a total of approximately \$6.263 million under the SGRS Term Loan. As of September 30, 2025, no amounts were owed under the SGRS Operating Loan. As of September 30, 2025, AM LP owed a total of approximately \$7.119 million under the AM Term Loan. As of September 30, 2025, no amounts were owed under the AM Operating Loan. As of September 30, 2025, ML LP owed a total of approximately \$84.651 million under the ML Term Loan. As of September 30, 2025, no amounts were owed under the ML Operating Loan. As of September 30, 2025, the Corporation owed a total of approximately \$21.977 million under the Acquisition Facility. As of September 30, 2025, DIV owed a total of approximately \$6.902 million under the DIV Term Loan. As of September 30, 2025, MRM LP owed a total of approximately \$10.272 million under the MRM Term Loan. As of September 30, 2025, no amounts were owed under the MRM Operating Loan. As of September 30, 2025, OX LP owed a total of approximately \$10.966 million under the OX Term Loan. As of September 30, 2023, no amounts were owed under the OX Operating Loan. As of September 30, 2023, Strat-B LP owed a total of approximately US\$15.0 million (equivalent to approximately \$20.819 million in Canadian dollars – see "*Exchange Rate Information*") under the Strat-B Term Loan. As of September 30, 2025, no amounts were owed under the Strat-B Operating Loan. As of September 30, BARB owed a total of approximately \$19.890 million under the BARB Term Loan. As of September 30, 2025, no amounts were owed under the BARB Operating Loan. As of September 30, 2023, Cheeb LP owed a total of approximately US\$5.0 million (equivalent to approximately \$6.940 million in Canadian dollars – see "*Exchange Rate Information*") under the Cheeb Term Loan. As of September 30, 2025, no amounts were owed under the Cheeb Operating Loan.

The Corporation understands that SGRS LP is in compliance with the terms of the SGRS Term Loan and SGRS Operating Loan and that there has been no breach or waiver of breach of the terms of such credit facilities since the date of execution of the SGRS Credit Agreement, as amended, governing the credit facilities. The credit facilities are secured by a general security interest over the assets of SGRS LP. SGRS LP has also assigned to the lender its rights under the SGRS Licence and Royalty Agreement and related security as security for the credit facilities. The credit facilities are also guaranteed by SGRS GP and, on a limited recourse-basis, by the Corporation. SGRS GP has granted in favour of the lender a general security interest over all of its assets as security for its guarantee. The Corporation has granted in favour of the lender a pledge of its units of SGRS LP and common shares of SGRS GP and an assignment of distributions of SGRS LP as security for its guarantee. Recourse under the guarantee given by the Corporation is limited to realization under such pledge and assignment of distributions. Neither the financial position of the Corporation nor SGRS LP nor the value of the security of the lender has deteriorated since the indebtedness under the credit facilities was incurred by SGRS LP, except as has from time to time been disclosed in the financial statements of the Corporation available on SEDAR+ at www.sedarplus.ca.

The Corporation understands that ML LP is in compliance with the terms of the ML Term Loan and ML Operating Loan and that there has been no breach or waiver of breach of the terms of such credit facilities since the date of execution of the ML Credit Agreement, as amended, governing the credit facilities. The credit facilities are secured by a general security interest over the assets of ML LP. ML LP has also assigned to the lender its rights under the ML Licence and Royalty Agreement, as amended, and related security as security for the credit facilities. The credit facilities are also guaranteed by ML GP and, on a limited recourse-basis, by the Corporation. ML GP has granted in favour of the lender a general security interest over all of its assets as security for its guarantee. The Corporation has granted in favour of the lender a pledge of its units of ML LP and common shares of ML GP and an assignment of distributions of ML LP. Recourse under the guarantee given by the Corporation is limited to realization under such pledge and assignment of distributions. Neither the financial position of the Corporation nor ML LP nor the value of the security of the lender has deteriorated since the indebtedness under the credit facilities was incurred by ML LP, except as has from time to time been disclosed in the financial statements of the Corporation available on SEDAR+ at www.sedarplus.ca.

The Corporation understands that AM LP is in compliance with the terms of the AM Term Loan and AM Operating Loan and that there has been no breach or waiver of breach of the terms of such credit facilities since the date of execution of the AM Credit Agreement governing the credit facilities. However, AM LP obtained waivers from the lender with respect to certain financial covenants in respect of the period from July 1, 2020 to September 30, 2020 and the period from October 1, 2020 to December 31, 2020, and the AM Credit Agreement was amended and restated in March 2021 in order to, among other things, amend the financial covenants for the first three fiscal quarters of 2021, and subsequently amended in September 2021 and September 2022 in order to, among other things, amend the financial covenants for the last fiscal quarter of 2021 and for the all four fiscal quarters of 2022; further amended in September 2022 in order to, among other things, amend the financial covenants for the last two fiscal quarters of 2022; and further amended in June 2, 2023 in order to, among other things, amend the financial covenants for the middle two quarters of fiscal 2023; and further amended in December 7, 2023 in order to, among other things, amend the financial covenants for the last quarter of fiscal 2023 and the first quarter of fiscal 2024. If AM LP had not received such waivers or entered into such amendments, AM LP would have been in breach of its financial covenants as of September 30, 2020, December 31, 2020, March 31, 2021, June 30, 2021, September 30, 2021, December 31, 2021, March 31, 2022, June 30, 2022, September 30, 2022, December 31, 2022, June 30, 2023 and September 30, 2023. The AM Term Loan and AM Operating Loan are secured by the AIR MILES® Rights and the royalties payable by Loyalty under the AIR MILES® Licenses. The AM Term Loan and the AM Operating Loan are also guaranteed by AM GP and, on a limited recourse basis, by the Corporation. AM GP has granted in favour of the lender under the AM Credit Agreement a general security interest over all of AM GP's assets as security for its guarantee. The Corporation has granted in favour of the lender under the AM Credit Agreement a pledge of all its limited partner units of AM LP and all of its common shares of AM GP and an assignment of distributions of AM LP. Recourse under the guarantee given by the Corporation is limited to realization under such pledge and assignment of distributions. Neither the financial position of the Corporation nor AM LP nor the value of the security of the lender has deteriorated since the indebtedness under the credit facilities was incurred by AM LP, except as described in "*Recent Developments*" and has from time to time been disclosed in the financial statements of the Corporation available on SEDAR+ at www.sedarplus.ca.

The Corporation understands that MRM LP is in compliance with the terms of the MRM Term Loan and MRM Operating Loan and that there has been no breach or waiver of breach of the terms of such credit facilities since the date of execution of the MRM Credit Agreement governing the credit facilities. However, MRM LP obtained waivers with respect to certain financial and non-financial covenants in respect of the quarters ended December 31, 2020, March 31, 2021, June 30, 2021, September 30, 2021 and December 31, 2021. If MRM LP had not received such waivers, MRM LP would have been in breach of its covenants as of December 31, 2020, March 31, 2021, June 30, 2021, September 30, 2021 and December 31, 2021. The credit facilities are secured by a general security interest over the assets of MRM LP. MRM LP has also assigned to the lender its rights under the MRM Licence and Royalty Agreement, as amended, and related security as security for the credit facilities. The credit facilities are also guaranteed by MRM GP and, on a limited recourse-basis, by the Corporation. MRM GP has granted in favour of the lender a general security interest over all of its assets as security for its guarantee. The Corporation has granted in favour of the lender a pledge of its units of MRM LP and common shares of MRM GP and an assignment of distributions of MRM LP. Recourse under the guarantee given by the Corporation is limited to realization under such pledge and assignment of distributions. Neither the financial position of the Corporation nor

MRM LP nor the value of the security of the lender has deteriorated since the indebtedness under the credit facilities was incurred by MRM LP, except as has from time to time been disclosed in the financial statements of the Corporation available on SEDAR+ at www.sedarplus.ca.

The Corporation understands that OX LP is in compliance with the terms of the OX Term Loan and OX Operating Loan and that there has been no breach or waiver of breach of the terms of such credit facilities since the date of execution of the OX Credit Agreement governing the credit facilities. However, OX LP negotiated amendments to the OX Credit Agreement which included a suspension to its financial covenants for the quarters ended June 30, 2020, September 30, 2020, December 31, 2020, March 31, 2021, June 30, 2021 and September 30, 2021. If the OX Credit Agreement had not been amended, OX LP would have been in breach of its financial covenants for the quarters ended June 30, 2020, September 30, 2020, December 31, 2020, March 31, 2021, June 30, 2021 and September 30, 2021. The credit facilities are secured by a general security interest over the assets of OX LP. OX LP has also assigned to the lender its rights under the OX Licence and Royalty Agreement, as amended, and related security as security for the credit facilities. The credit facilities are also guaranteed by OX GP and, on a limited recourse-basis, by the Corporation. OX GP has granted in favour of the lender a general security interest over all of its assets as security for its guarantee. The Corporation has granted in favour of the lender a pledge of its units of OX LP and common shares of OX GP and an assignment of distributions of OX LP. Recourse under the guarantee given by the Corporation is limited to realization under such pledge and assignment of distributions. Neither the financial position of the Corporation nor OX LP nor the value of the security of the lender has deteriorated since the indebtedness under the credit facilities was incurred by OX LP, except as has from time to time been disclosed in the financial statements of the Corporation available on SEDAR+ at www.sedarplus.ca.

The Corporation is in compliance with the terms of the Credit Agreement and there has been no breach or waiver of breach of the terms of such credit facility since the date of execution of the Credit Agreement, governing the credit facilities. The Credit Agreement is secured by a general security interest over the assets of the Corporation and, if requested by the lender, may be secured by specific assignments of certain material agreements entered into by the Corporation from time to time.

The Corporation understands that Strat-B LP is in compliance with the terms of the Strat-B Term Loan and the Strat-B Operating Loan and that there is currently no breach or waiver of breach of the terms of such credit facilities. The credit facilities are secured by the Stratus Rights, the royalties payable by Stratus under the Stratus Licence and Royalty Agreement, and secured corporate guarantees granted by certain of Stratus' affiliates to Strat-B LP. Strat-B LP has granted the lender a general security interest over all of its assets, and on default will assign to the lender Strat-B LP's rights under the Stratus Licence and Royalty Agreement and related security. The Strat-B Term Loan and the Strat-B Operating Loan are also guaranteed by Strat-B GP and, on a limited recourse basis, by the Corporation. Strat-B GP has granted the lender a general security interest over all of Strat-B GP's assets as security for its guarantee. The Corporation has pledged its units of Strat-B LP and common shares of Strat-B GP to the lender and granted the lender an assignment of distributions of Strat-B LP as security for its guarantee. Recourse under the guarantee given by the Corporation is limited to realization under such pledge and assignment of such distributions. Neither the financial position of the Corporation nor Strat-B LP nor the value of the security of the lender has deteriorated since the indebtedness under the credit facilities was incurred by Strat-B LP, except as has from time to time been disclosed in the financial statements of the Corporation available on SEDAR+ at www.sedarplus.ca.

The Corporation understands that BARB LP is in compliance with the terms of the BARB Term Loan and the BARB Operating Loan and that there is currently no breach or waiver of breach of the terms of such credit facilities. The credit facilities are secured by the BarBurrito Rights and the royalties payable by BarBurrito under the BarBurrito Licence and Royalty Agreement. BARB LP has granted the lender a general security interest over all of its assets, and on default will assign to the lender BARB LP's rights under the BarBurrito Licence and Royalty Agreement and related security. The BARB Term Loan and the BARB Operating Loan are also guaranteed by BARB GP and, on a limited recourse basis, by the Corporation. BARB GP has granted the lender a general security interest over all of BARB GP's assets as security for its guarantee. The Corporation has pledged its units of BARB LP and common shares of BARB GP to the lender and granted the lender an assignment of distributions of BARB LP as security for its guarantee. Recourse under the guarantee given by the Corporation is limited to realization under such pledge and assignment of such distributions. Neither the financial position of the Corporation nor BARB LP nor the value of the security of the lender has deteriorated since the indebtedness under the credit facilities was incurred by BARB LP, except as has from time to time been disclosed in the financial statements of the Corporation available on SEDAR+ at www.sedarplus.ca.

The Corporation understands that Cheeb LP is in compliance with the terms of the Cheeb Term Loan and the Cheeb Operating Loan and that there is currently no breach or waiver of breach of the terms of such credit facilities. The credit facilities are secured by the Cheba Hut Rights, the royalties payable by Cheba Hut under the Cheba Licence and Royalty Agreement, and secured corporate guarantees granted by certain of Cheba Hut's affiliates to Cheeb LP. Cheeb LP has granted the lender a general security interest over all of its assets, and on default will assign to the lender Cheeb LP's rights under the Cheba Hut Licence and Royalty Agreement and related security. The Cheeb Term Loan and the Cheeb Operating Loan are also guaranteed by Cheeb GP and, on a limited recourse basis, by the Corporation. Cheeb GP has granted the lender a general security interest over all of Cheeb GP's assets as security for its guarantee. The Corporation has pledged its units of Cheeb LP and common shares of Cheeb GP to the lender and granted the lender an assignment of distributions of Cheeb LP as security for its guarantee. Recourse under the guarantee given by the Corporation is limited to realization under such pledge and assignment of such distributions. Neither the financial position of the Corporation nor Cheeb LP nor the value of the security of the lender has deteriorated since the indebtedness under the credit facilities was incurred by Cheeb LP, except as has from time to time been disclosed in the financial statements of the Corporation available on SEDAR+ at www.sedarplus.ca.

The decision to issue the Debentures and the determination of the terms of the Offering were made through negotiation between the Corporation and CIBC, on behalf of the Underwriters. The Canadian chartered banks of which CIBC and BMO Nesbitt Burns Inc., respectively, are subsidiaries, did not have any involvement in such decision or determination. As a consequence of the Offering, CIBC and BMO Nesbitt Burns Inc. will receive their proportionate share of the Underwriters' Fee. Except to the extent that CIBC and BMO Nesbitt Burns Inc., respectively, may receive a portion of the Underwriters' Fee payable by the Corporation, proceeds from the Offering will not be applied for the benefit of CIBC or BMO Nesbitt Burns Inc. as the intended use of proceeds is not to pay down indebtedness under any of the SGRS Term Loan, SGRS Operating Loan, AM Operating Loan or AM Term Loan. To the knowledge of the Corporation, neither CIBC nor BMO Nesbitt Burns Inc. beneficially owns, directly or indirectly, any securities of the Corporation, except potentially in the ordinary course of their respective businesses. Specifically, in the ordinary course of its 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 their own account and for the accounts of their customers, and such investment and securities activities may involve securities of the Corporation, 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, 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 colour 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.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

In the opinion of Osler, Hoskin & Harcourt LLP, counsel to the Corporation, and Stikeman Elliott LLP, counsel to the Underwriters, the following is, as of the date hereof, a summary of the principal Canadian federal income tax considerations pursuant to the Tax Act that generally apply to a holder of Debentures who acquires Debentures, including entitlement to all payments thereunder, as beneficial owner pursuant to the Offering and who acquires as beneficial owner Common Shares issued on the conversion, redemption or maturity of the Debentures (collectively, the "**Securities**") and who, for purposes of the Tax Act and at all relevant times, is, or is deemed to be, resident in Canada, holds the Securities as capital property, deals at arm's length with the Corporation and the Underwriters and is not affiliated with the Corporation or the Underwriters (a "**Holder**"). Generally, the Securities will be considered to be capital property to a Holder provided that the Holder does not hold the Securities in the course of carrying on a business or as part of an adventure or concern in the nature of trade. Certain Holders who might not otherwise be considered to hold their Debentures and Common Shares as capital property may, in certain circumstances, be entitled to have their Debentures and Common Shares and all other "Canadian securities" (as defined in the Tax Act) owned or subsequently acquired by them in the taxation year in which the election is made and all subsequent taxation years treated as capital property by making the irrevocable election permitted by subsection 39(4) of the Tax Act. Holders should consult their own tax advisors regarding this election.

This summary does not apply to a Holder: (i) that is a "financial institution" (as defined in the Tax Act for purposes of the mark-to-market rules); (ii) that is a "specified financial institution" (as defined in the Tax Act); (iii) an interest in which is a "tax shelter investment" (as defined in the Tax Act); (iv) who makes or has made a functional currency reporting election pursuant to section 261 of the Tax Act; or (v) who has entered or will enter into a "derivative forward agreement" as that term is defined in the Tax Act with respect to any of the Securities. Any such Holder should consult its own tax advisor with respect to an investment in the Securities. In addition, this summary does not address the split income rules in section 120.4 of the Tax Act or the deductibility of interest by a Holder who has borrowed money or otherwise incurred debt in connection with the acquisition of the Securities.

This summary is based on the current provisions of the Tax Act, all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) ("**Tax Proposals**") before the date of this Prospectus Supplement, and the current administrative policies and assessing practices of the Canada Revenue Agency ("**CRA**") published in writing prior to the date hereof. No assurance can be given that the Tax Proposals will be enacted in the form proposed or at all. Except as mentioned above, this summary does not take into account or anticipate any changes in law, whether by legislative, 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 the Canadian federal income tax considerations discussed herein.

This summary is not exhaustive of all possible Canadian federal income tax considerations, is of a general nature only and is not, and is not intended to be, nor should it be construed to be, legal or tax advice to any particular Holder or prospective Holder. Accordingly, Holders should consult their own tax advisors about the specific tax consequences to them of acquiring, holding and disposing of Securities.

Taxation of Interest on Debentures

A Holder of Debentures 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 that accrues (or is deemed to accrue) to it to the end of the taxation year or that has become receivable by or is received by the Holder before the end of that taxation year, including on a conversion, redemption or repayment at maturity, except to the extent that such interest was included in computing the Holder's income for a preceding taxation year.

Any other Holder, including an individual and any trust (other than a trust described in the preceding paragraph) will be required to include in computing income for a taxation year all interest on the Debentures that is received or receivable by the Holder in that taxation year (depending upon the method regularly followed by the Holder in computing income), including on a conversion, redemption or repayment at maturity, except to the extent that the interest was included in the Holder's income for a preceding taxation year.

A Holder of Debentures that throughout the relevant taxation year is a "Canadian-controlled private corporation" (as defined in the Tax Act) or a "substantive CCPC" (as defined in the Tax Act) at any time in a taxation year may be liable to pay an additional refundable tax on its "aggregate investment income", which is defined in the Tax Act to include interest income.

As described above under the heading "Description of the Debentures — Interest Payment Election", the Corporation may elect to pay interest by issuing Common Shares to the Debenture Trustee for sale on behalf of the Corporation, in which event a Holder would be entitled to receive a cash payment equal to the interest owed to the Holder from the proceeds of sale of such Common Shares by the Debenture Trustee. If the Corporation were to pay interest in this manner, the Canadian federal income tax consequences to a Holder would generally be the same as those described above.

Exercise of the Conversion Privilege

Generally, a Holder who converts a Debenture into Common Shares (or Common Shares and cash delivered in lieu of a fraction of a Common Share) pursuant to the conversion privilege under the terms of the Debenture will be deemed not to have disposed of the Debenture and, accordingly, will not recognize a capital gain (or capital loss) upon such conversion. Under the current administrative practice of CRA, a 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 recognizing a capital gain (or capital loss), or reduce the adjusted cost base of the Common Shares that the Holder receives on the conversion by the amount of the cash received.

Upon a conversion of a Debenture, accrued interest will be paid as described above and to the extent not otherwise previously included in income, will be required to be included in computing the income of the Holder as described above under "*Taxation of Interest on Debentures*".

The aggregate cost to a Holder of the Common Shares acquired on the conversion of a Debenture into Common Shares (or Common Shares and cash delivered in lieu of a fraction of a Common Share) will generally be equal to the aggregate of the Holder's adjusted cost base of the Debenture immediately before the conversion, minus any reduction of adjusted cost base for fractional shares as discussed above. The adjusted cost base to a Holder of Common Shares acquired 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 Holder as capital property at that time.

Disposition of Debentures

A disposition or deemed disposition of a Debenture by a Holder, including a redemption, payment on maturity or purchase for cancellation, but not including the conversion of a Debenture into Common Shares pursuant to the Holder's right of conversion described above, will generally result in the Holder realizing a capital gain (or capital loss) equal to the amount by which the proceeds of disposition (net of any amount otherwise required to be included in the Holder's income as interest), are greater (or less) than the aggregate of the Holder's adjusted cost base thereof and any reasonable costs of disposition. Such capital gain (or capital loss) will be subject to the tax treatment described below under "– Taxation of Capital Gains and Capital Losses".

If the Corporation elects to pay any amount upon the redemption, purchase or maturity of a Debenture by issuing Common Shares to a Holder (but not including by the conversion of a Debenture into Common Shares pursuant to the Holder's conversion privilege as described above), the Holder's proceeds of disposition of the Debenture 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 (except consideration received in satisfaction of any accrued interest). The Holder's cost of the Common Shares so received will be equal to the fair market value of such Common Shares received on the date of redemption, purchase or maturity. The adjusted cost base to a Holder of Common Shares acquired 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 Holder as capital property at that time.

Upon an assignment, disposition, deemed disposition or other transfer of a Debenture, interest accrued thereon to the date of assignment, disposition, deemed disposition or other transfer, to the extent that such interest has not otherwise been included in computing the income of the Holder for the taxation year or a preceding taxation year, will be included in computing the income of the Holder and will be excluded in computing the Holder's proceeds of disposition of the Debentures.

Receipt of Dividends on Common Shares

A Holder generally will be required to include in computing its income for a taxation year any taxable dividends received or deemed to be received on such Holder's Common Shares during such taxation year.

In the case of a Holder who is an individual (other than certain trusts), such dividends will be subject to the gross-up and dividend tax credit rules that apply to dividends received from "taxable Canadian corporations" (as defined in the Tax Act), including the enhanced gross-up and dividend tax credit for dividends designated by the Corporation as "eligible dividends" (as defined in the Tax Act). There may be limitations on the Corporation's ability to designate dividends as "eligible dividends".

Taxable dividends received by a Holder who is an individual (other than certain trusts) may be relevant for purposes of calculating liability for alternative minimum tax. Holders who are individuals should consult their own tax advisors in this regard.

In the case of a Holder that is a corporation, the amount of any such taxable dividend that is included in its income for a taxation year will generally be deductible in computing its taxable income for that taxation year. 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 disposition or a capital gain. Holders that are corporations should consult their own tax advisors having regard to their own circumstances. Certain corporations, including a "private corporation" or a "subject corporation" (as such terms are defined in the Tax Act), may be liable to pay a refundable tax under Part IV of the Tax Act on dividends received (or deemed to be received) on Common Shares in a taxation year to the extent that such dividends are deductible in computing the corporation's taxable income for the year.

Disposition of Common Shares

A disposition or deemed disposition of a Common Share by a Holder (except to the Corporation, other than by 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 Holder realizing a capital gain (or capital loss) equal to the amount by which the proceeds of disposition of the Common Share are greater (or less) than the aggregate of the Holder's adjusted cost base thereof and any reasonable cost of disposition. Such capital gain (or capital loss) will be subject to the tax treatment described below under "–Taxation of Capital Gains and Capital Losses".

Taxation of Capital Gains and Capital Losses

A Holder generally will be required to include in computing its income for a taxation year one-half of the amount of any capital gain realized by a Holder (a "**taxable capital gain**") in that taxation year, and one-half of the amount of any capital loss realized by a Holder (an "**allowable capital loss**") in a taxation year must be deducted from taxable capital gains realized by the Holder in that year. Allowable capital losses for a taxation year in excess of taxable capital gains for that year generally may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized in such years, to the extent and under the circumstances described in the Tax Act.

The amount of any capital loss realized by a Holder that is a corporation on the disposition of a Common Share may be reduced by the amount of any dividends received or deemed to be received by the Holder on such Common Share (or on a share for which the Common Share has been substituted) to the extent and under the circumstances described in the Tax Act. Similar rules may apply where a Common Share is owned by a partnership or trust of which a corporation, trust or partnership is a member or beneficiary. Holders to which these rules may be relevant should consult their own tax advisors.

A Holder that is throughout the relevant taxation year a "Canadian-controlled private corporation" (as defined in the Tax Act) or a "substantive CCPC" (as defined in the Tax Act) at any time in a taxation year may be liable to pay, in addition to tax otherwise payable under the Tax Act, an additional refundable tax its "aggregate investment income" which generally includes taxable capital gains.

Capital gains realized by an individual (including certain trusts) may be relevant for purposes of calculating liability for alternative minimum tax.

RISK FACTORS

An investment in the Debentures and/or the Common Shares issuable upon the conversion of the Debentures is speculative and involves a significant degree of risk. Prior to making an investment in the Debentures, investors should carefully consider the risks described under the heading "Risk Factors" in the AIF and under the heading "Risk Factors" in the Interim MD&A, each of which is incorporated by reference herein and available on SEDAR+ at www.sedarplus.ca the risks identified elsewhere in this Prospectus Supplement, the Prospectus and the other documents incorporated by reference herein and therein, and the risk factors set forth below. The risks described herein are not the only risks facing the Corporation. Additional risks and uncertainties not currently known to the Corporation, or that the Corporation currently deems immaterial, may also materially and adversely affect its business, the business of the Corporation's Royalty Partners and the value of the Debentures.

Risks Related to the Offering

Loss of Entire Investment

An investment in the Debentures is speculative and involves a significant degree of risk and is appropriate only for investors who have the capacity to absorb a loss of their entire investment.

No Prior Public Market for the Debentures

There is currently no market through which the Debentures may be sold and purchasers may not be able to resell the Debentures purchased under this Prospectus Supplement. Although the Corporation has applied to list the Debentures and the Common Shares issuable upon conversion of the Debentures on the Exchange, listing will be subject to the Corporation fulfilling all of the listing requirements of the Exchange. No assurance can be given that an active or liquid trading market for the Debentures will develop or be sustained. If an active or liquid market for the Debentures fails to develop or be sustained, the price at which the Debentures trade may be adversely affected.

Credit Risk and Earnings Coverage Ratios

The likelihood that purchasers of the Debentures will receive payments owing to them under the terms of the Debentures will depend on the financial health and creditworthiness of the Corporation and the ability of the Corporation to earn revenues. See "Earnings Coverage Ratios", which is relevant to an assessment of the risk that the Corporation may be unable to pay interest or principal on the Debentures when due.

Prior Ranking Indebtedness

The Debentures will be subordinate to all Senior Indebtedness of the Corporation and to any indebtedness of trade creditors of the Corporation as well as other liabilities and obligations. 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 Senior Indebtedness in full. There may be insufficient assets remaining following such payments to pay amounts due on any or all of the Debentures then outstanding. In addition, in case of a circumstance constituting a default or event of default with respect to any full recourse secured Senior Indebtedness (excluding equipment and vehicle leases) permitting a Senior Creditor to demand payment or accelerate the maturity thereof where the notice of such default or event of default has been given by or on behalf of the Senior Creditors to the Corporation, unless and until such default or event of default shall have been cured or waived or shall have ceased to exist, the Corporation will not make any payment on account of the Debentures after the happening of such a default or event of default.

In addition, a significant amount of the Corporation's business is conducted through its subsidiaries. None of the Corporation's subsidiaries has guaranteed or otherwise become obligated with respect to the Debentures and, as a result, the Debentures will be structurally subordinated to all liabilities and other obligations of the Corporation's subsidiaries. Accordingly, the Corporation's right to receive assets from any of its subsidiaries upon the Corporation's bankruptcy, liquidation or reorganization, and the right of Debentureholders to participate in those assets, is structurally subordinated to claims of that subsidiary's creditors, including trade creditors. Even if the Corporation were a creditor of any of its subsidiaries, the Corporation's rights as a creditor would be subordinate to any security interest in the assets of that subsidiary and any indebtedness of that subsidiary senior to that held by the Corporation.

Repayment of the Debentures

The Debentures mature on March 31, 2031. The Corporation may not be able to refinance the principal amount of the Debentures in order to repay the principal outstanding or may not have generated enough cash from operations to meet this obligation. There is no guarantee that the Corporation will be able to repay the outstanding principal amount upon maturity of the Debentures.

Absence of Covenant Protection

The Indenture does not restrict the Corporation from incurring additional indebtedness for borrowed money or from mortgaging, pledging or charging its properties to secure any indebtedness. Nor does the Indenture prohibit or limit the ability of the Corporation to pay dividends. The Indenture will not contain any provision specifically intended to protect holders of the Debentures in the event of a future leveraged transaction involving the Corporation.

Prevailing Yields on Similar Securities

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

Possible Dilutive Effects on Holders of Common Shares

The Corporation may determine to redeem outstanding Debentures for Common Shares, to repay outstanding principal amounts of the Debentures at maturity by issuing additional Common Shares or, subject to regulatory approval, satisfy all or part of the Corporation's obligation to pay interest on the Debentures in accordance with the Indenture by delivering sufficient Common Shares to the Debenture Trustee. Accordingly, holders of Common Shares may suffer dilution.

Possible Dilutive Effects of Future Financings

Future sales or issuances of debt or equity securities could increase the Corporation's debt service obligations, decrease the value of any existing Common Shares, dilute investors' voting power, reduce the Corporation's earnings per share and make future sales of the Corporation's equity securities more difficult. Sales of Common Shares by shareholders might also make it more difficult for the Corporation to sell equity securities at a time and price that it deems appropriate. The Corporation cannot predict the effect, if any, that future sales and issuances of debt or equity securities will have on the market price of the Common Shares. Sales or issuances of a substantial number of equity securities, or the perception that such sales could occur, may adversely affect prevailing market prices for the Common Shares.

Redemption Prior to Maturity

The Debentures may, subject to the subordination provisions of the Debentures, be redeemed, at the option of the Corporation, after March 31, 2029 and prior to the Maturity Date at any time and from time to time (provided that, in the case of any redemption after March 31, 2029 and prior to March 31, 2030, the Current Market Price of the Common Shares on the date on which notice of redemption is given is not less than 125% of the Conversion Price), upon payment of the principal, together with any accrued and unpaid interest.

The Corporation may exercise this redemption option if the Corporation is able to refinance at a lower interest rate or it is otherwise in the interest of the Corporation to redeem the Debentures. The Corporation's ability to redeem the Debentures may be limited by law, by the Indenture (including due to the subordination provisions), by the terms of other existing or future agreements relating to the credit facilities and other indebtedness and agreements that the Corporation may enter into in the future which may replace, supplement or amend its future debt. See "*Description of the Debentures – Redemption*".

The Debenture Trustee Will Take Instructions From a Majority of Holders Whose Interests May Not Align With Other Holders

Except in certain limited circumstances, the Debentures will be issued and deposited in electronic form with CDS or its nominee pursuant to the book-based system administered by CDS. Beneficial holders of the Debentures will have their rights and interests in the Debentures governed by the terms of the Indenture and will be represented by the Debenture Trustee appointed thereunder. The Debenture Trustee will take direction from Debentureholders 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 Debentureholders to the extent that such Debentureholders maintain a significant interest in the Debentures. Such Debentureholders may not have the same interests in outcomes as other holders of Debentures.

Alternatively, if the beneficial interest in the Debentures is widely held, the Debenture Trustee may not receive instructions in a timely manner or may not receive instructions at all. In the event the Debenture Trustee is unable to obtain timely instructions from 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.

Change of Control

The Corporation will be required, subject to the subordination provisions of the Debentures, to make an offer to purchase all of the outstanding Debentures for cash in the event of certain transactions that would constitute a Change of Control. The Corporation cannot assure holders of Debentures that, if required, it would have sufficient cash or other financial resources at that time or would be able to arrange financing to pay the purchase price of the Debentures in cash. The Corporation's ability to purchase the Debentures in such an event may be limited by law, by the Indenture (including due to the subordination provisions) governing the Debentures, 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 such a consent or does not 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.

In the event that Debentureholders holding 90% or more of the Debentures (excluding any Debentures owned directly or indirectly by the Corporation or a subsidiary of the Corporation) have tendered their Debentures for purchase pursuant to a Debenture Offer, the Corporation may redeem the remaining Debentures on the same terms. In such event, the conversion privilege associated with the Debentures would be eliminated. See "*Description of the Debentures – Change of Control*".

Conversion Following Certain Transactions

Pursuant to the Indenture, in the event of certain transactions each Debenture will become convertible into the securities, cash or property receivable by a shareholder of the Corporation in accordance with such transactions. This change could substantially reduce or eliminate any potential future value of the conversion privilege associated with the Debentures. For example, if the Corporation were acquired in a cash merger, each Debenture would become convertible solely into cash and would no longer be convertible into securities whose value would vary depending on the Corporation's future prospects and other factors, subject to the specific provisions of the Indenture in this regard. See "*Description of the Debentures - Conversion Rights*".

Volatility of Market Price of the Debentures

The price of the Debentures was established by negotiation between the Corporation and the Underwriters with reference to the market price of the Common Shares and other factors, and may not be indicative of the price at which the Debentures will trade following the completion of the Offering. The market price of the Debentures may be volatile and subject to wide fluctuations in response to numerous factors, many of which are beyond the Corporation's control, including the following: (i) the prevailing interest rates being paid by companies similar to the Corporation; (ii) the overall condition of the financial and credit markets; (iii) interest rate volatility; (iv) markets for similar securities; (v) actual or anticipated fluctuations in the financial condition, results of operations and prospects of the Corporation; (vi) the actual or anticipated acquisition of new royalty streams or disposition of existing royalty streams by the Corporation; (vii) the publication of earnings estimates or other research reports and speculation in the press or investment community; (viii) the market price and volatility of the Common Shares (discussed below); (ix) changes in the industry in which the Corporation operates and competition affecting the Corporation; (x) addition or departure of the Corporation's executive officers and other key personnel; (xi) sales or perceived sales of additional Common Shares or securities convertible into Common Shares (including additional convertible debentures); (xii) liquidity of the Debentures; and (xiii) general market and economic conditions in North America and globally, along with a variety of additional factors, including, without limitation, those set forth under "Forward-Looking Statements".

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.

Unaudited Financial Information

This Prospectus Supplement incorporates by reference certain unaudited financial information which has not been audited by the Corporation's auditors and the actual results of operations, cash flows and financial position of the Corporation may differ materially. The unaudited financial information is based upon the best available information and certain assumptions that the Corporation believes to be reasonable. Undue reliance should not be placed on such unaudited financial information since no assurance can be given that it will prove to be correct.

Change of Tax Law

The Indenture does not contain a requirement that the Corporation increase the amount of interest or other payments to holders of Debentures in the event that the Corporation is required to withhold amounts in respect of income or similar taxes on payment of interest or other amounts on the Debentures. At present, the Corporation will not withhold from such payments to holders of Debentures not resident in Canada who deal at arm's length for the purposes of the Tax Act with the Corporation, but no assurance can be given that applicable income tax laws or relevant CRA administrative positions will not be changed in a manner that may require the Corporation to withhold amounts in respect of tax payable on such amounts.

Investment Eligibility

The Corporation will endeavour to ensure that the Debentures continue to be qualified investments for trusts governed by RRSPs, RRIFs, deferred profit sharing plans (except a deferred profit sharing plan to which the Corporation, or an employer that does not deal at arm's length with the Corporation, has made a contribution), RESPs, RDSPs, TFSAs and FHSAs (each as defined herein). No assurance can be given that the conditions prescribed for the Debentures to continue to be qualified investments will be adhered to at any particular time. The Tax Act imposes penalties for the acquisition or holding of non-qualified investments or prohibited investments.

Other Tax Matters

The Prospectus contains no representation or warranty with respect to income tax considerations in Canada, the U.S. or other jurisdictions, which may be relevant to a decision to invest in the Debentures nor should any of the information set out herein be construed to be tax advice to any prospective purchaser of the Debentures. Prospective purchasers of the Debentures should consult their own tax advisors with respect to the tax consequences of an investment in the Debentures and the Common Shares issuable under the terms of the Debentures in their particular circumstances.

Shareholder Rights

Holders of Debentures will not be entitled to any rights with respect to the Common Shares (including, without limitation, voting rights and rights to receive any dividends or other distributions on the Common Shares, other than extraordinary dividends that our Board designates as payable to the holders of the Debentures), but if a holder of Debentures subsequently converts its Debentures into Common Shares, such holder will be subject to all changes affecting the Common Shares. Rights with respect to the Common Shares will arise only if and when we deliver Common Shares upon conversion of a Debenture. For example, in the event that an amendment is proposed to our constating documents requiring Shareholder approval and the record date for determining the Shareholders of record entitled to vote on the amendment occurs prior to delivery of Common Shares to a holder, such holder will not be entitled to vote on the amendment, although such holder will nevertheless be subject to any changes in the powers or rights of Common Shares that result from such amendment.

Use of Proceeds

The Corporation intends to use the net proceeds from the Offering as set out under "*Use of Proceeds*" in this Prospectus Supplement. The use of proceeds as set out herein is based on the current expectations of management of the Corporation; however, there may be circumstances where, for business reasons, a reallocation of funds may be necessary as determined at the discretion of the Corporation, and there can be no assurance as of the date of this Prospectus Supplement as to how those funds may be reallocated. To the extent that any of the net proceeds of this Offering remain un-invested pending their intended use, this Offering may result in substantial dilution, on a per Common Share basis, to the Corporation's distributable cash (a non-IFRS financial measure – see "*Non-IFRS Measures*"), net income or other measures used by the Corporation.

Risks Related to the Common Shares

The Debentures are convertible into Common Shares in certain circumstances and as such, the value of the Debentures is expected to be subject to changes in the value of the Common Shares and thus subject to all risks related to the Common Shares. See "*Risk Factors – Risks Relating to the Common Shares*" in the AIF.

Risks Related to the Business of the Corporation

Impairment of Intangible Assets

When the Corporation acquires intellectual property from its Royalty Partners, a substantial portion of the purchase price of the acquisition is allocated to intangible assets. As of September 30, 2025, the Corporation had intangible assets of $563.1 million.

Annually, on December 31, the Corporation tests the carrying value of its intangible assets for impairment. The Corporation also considers carrying value when events or changes in circumstances indicate that the carrying value may not be recoverable. The Corporation has used the value in use method to determine recoverable amount. In assessing value in use, the estimated future cash flows from a Royalty Partner are discounted to their present value using a pre-tax discount rate that reflects current market assessment of the time value of money and the risks specific to the asset. An impairment loss is recognized for the amount by which the intangible asset's carrying amount exceeds its recoverable amount.

A previously recognized impairment loss is assessed at each reporting date for any indicators that the loss has decreased or no longer exists. An impairment loss is reversed only to the extent that the intangible asset's carrying value does not exceed the carrying amount that would have existed had the original impairment loss not been recognized.

The Corporation and Sutton entered into the Sutton Royalty Deferral Agreement in the fourth quarter of 2024, which provides Sutton with a 20% deferral of royalties for the months of October 2024 to December 2025. The Sutton Royalty Deferral Agreement supports Sutton's investment in building its management team, increasing marketing and business development. The deferred royalties do not accrue interest and were due in full on December 31, 2027. Subsequently, in December 2025, effective October 1, 2025, the Corporation and Sutton entered into the Sutton Royalty Relief Agreement, which provides, inter alia, that (i) the 20% deferred royalties payable by Sutton for the months of October 2024 to September 2025 are forgiven, and (ii) 33% of the royalties payable by Sutton for the months of October 2025 to December 2026 are waived. The Sutton Royalty Relief Agreement is intended to support Sutton's continued investment in business development initiatives to increase its agent base. As a result, at December 31, 2025, the Corporation may write down intangible assets for SGRS Rights based on estimated associated future cash flows.

On January 26, 2026, pursuant to the AIR MILES® Master Amending Agreement, the Corporation amended the terms of the AIR MILES® Licenses to, among other things, provide a 10-year, fixed annual royalty payment of $3,925,000, paid quarterly. The royalty payment payable thereunder will grow at a rate of 2.42% per annum commencing on February 1, 2027, and each February 1st thereafter during the term. Under the AIR MILES® Amendments, the annual royalty payments are increased by over 20% and are guaranteed by a Canadian chartered bank. Annually, on December 31st, the Corporation tests the carrying value of its intangible assets for impairment. As a result of the AIR MILES® Amendments, at December 31, 2025, the Corporation may partially reverse previous impairments of intangible assets in respect of AIR MILES® based on revised estimated associated future cash flows.

Under current accounting standards, if the Corporation determines intangible property is impaired, the Corporation will be required to write down these assets. If the Corporation is required to write down these assets, the Corporation's financial condition and results may be negatively affected.

LEGAL PROCEEDINGS

Management is not aware of any legal proceedings of a material nature to which either the Corporation or any of its subsidiaries is a party or of which any of their respective property is the subject matter.

TRANSFER AGENTS, REGISTRARS AND DEBENTURE TRUSTEE

The transfer agent and registrar for the Common Shares is Computershare Investor Services Inc. at its principal transfer offices in Toronto, Ontario.

The transfer agent and registrar for the 2027 Debentures is Computershare Trust Company of Canada at its principal transfer offices in Vancouver, British Columbia. Computershare Trust Company of Canada is the debenture trustee for the 2027 Debentures pursuant to the Indenture.

The transfer agent and registrar for the Debentures will be Computershare Trust Company of Canada at its principal transfer offices in Vancouver, British Columbia. Computershare Trust Company of Canada will be the Debenture Trustee pursuant to the Indenture.

AUDITORS

The independent auditors of the Corporation are KPMG LLP, Chartered Professional Accountants, of Vancouver, British Columbia. KPMG LLP has confirmed that they are independent with respect to the Corporation within the meaning of the relevant rules and related interpretations prescribed by the relevant professional bodies in Canada and any applicable legislation or regulation.

The independent auditors of Mr. Lube + Tires are KPMG LLP, Chartered Professional Accountants, of Vancouver, British Columbia. KPMG LLP has confirmed that they are independent with respect to Mr. Lube + Tires within the meaning of the relevant rules and related interpretations prescribed by the relevant professional bodies in Canada and any applicable legislation or regulation.

EXPERTS

The matters referred to under "*Eligibility for Investment*" and certain other legal matters relating to the Offering will be passed upon at Closing on behalf of the Corporation by Osler, Hoskin & Harcourt LLP and on behalf of the Underwriters by Stikeman Elliott LLP. The matters referred to under "*Certain Canadian Federal Income Tax Considerations*" will be passed upon at the date of Closing on behalf of the Corporation by Osler, Hoskin & Harcourt LLP and on behalf of the Underwriters by Stikeman Elliott LLP. As at the date hereof, the partners and associates of Osler, Hoskin & Harcourt LLP and Stikeman Elliott LLP collectively, in each case, beneficially own, directly or indirectly, less than 1% of the outstanding Common Shares.

STATUTORY AND CONTRACTUAL RIGHTS OF RESCISSION AND STATUTORY RIGHTS OF WITHDRAWAL

Securities legislation in certain of the provinces and territories of Canada provides purchasers with the right to withdraw from an agreement to purchase securities. This right may be exercised within 2 business days after the later of (a) the date that the Corporation (i) filed this Prospectus Supplement or any amendment on SEDAR+, and (ii) issued and filed a news release on SEDAR+ announcing that the document is accessible through SEDAR+, and (b) the date that the purchaser or subscriber has entered into an agreement to purchase the securities or a contract to purchase or a subscription for the securities. In several of the provinces, the securities legislation further provides a purchaser with remedies for rescission or, in some jurisdictions, revisions 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, revisions 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 adviser.

In an offering of convertible securities such as the Debentures, investors are cautioned that the statutory right of action for damages for a misrepresentation contained in the prospectus is limited, in certain provincial securities legislation, to the price at which the convertible security is offered to the public under the prospectus offering. This means that, under the securities legislation of certain provinces, if the purchaser pays additional amounts upon conversion of the security, those amounts may not be recoverable under the statutory right of action for damages that applies in those provinces. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province for the particulars of this right of action for damages, or consult with a legal adviser.

Under the Indenture, original purchasers of Debentures will have a non-assignable contractual right of rescission against the Corporation following the conversion of such Debentures in the event that the Prospectus, as supplemented by this Prospectus Supplement, or any amendment thereto contains a misrepresentation. The contractual right of rescission will entitle such original purchasers to receive from the Corporation, upon surrender of the Common Shares issued upon conversion of such Debentures, the amount paid for such Debentures (including the original amount paid for such Debentures and any additional amount paid on conversion of such Debentures), provided that the right of rescission is exercised within 180 days from the date of the purchase of such Debentures under this Prospectus Supplement. This contractual right of rescission shall be subject to the defenses, limitations and other provisions described under part 16 of the *Securities Act* (British Columbia) and is in addition to any other right or remedy available to original purchasers of Debentures under section 131 of the *Securities Act* (British Columbia) or otherwise at law. For greater certainty, this contractual right of rescission is only in connection with a misrepresentation (within the meaning of the *Securities Act* (British Columbia)) and is not a right to withdraw from an agreement to purchase securities within two business days as provided in securities legislation in certain of the provinces and territories of Canada.

CERTIFICATE OF THE CORPORATION

February 4, 2026

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

DIVERSIFIED ROYALTY CORP.

(Signed) SEAN MORRISON Chief Executive Officer & Director	(Signed) GREG GUTMANIS President & Chief Financial Officer

ON BEHALF OF THE BOARD OF DIRECTORS

(Signed) PAULA ROGERS Director	(Signed) JOHNNY CIAMPI Director

CERTIFICATE OF THE UNDERWRITERS

February 4, 2026

To the best of our knowledge, information and belief, this short form prospectus, together with the documents incorporated 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 and territories of Canada, other than Quebec.

CIBC WORLD MARKETS INC.

By: (Signed) OWEN BLAIN

DESJARDINS SECURITIES INC.	**CANACCORD GENUITY CORP.**	**NATIONAL BANK FINANCIAL INC.**	**SCOTIA CAPITAL INC.**
By: (Signed) ALFRED AVANESSY	By: (Signed) JAMIE BROWN	By: (Signed) ADAM CHOLEVA	By: (Signed) ANDREW MCLENAN
ATB CAPITAL MARKETS CORP.	**BMO NESBITT BURNS INC.**	**IA PRIVATE WEALTH INC.**	**RAYMOND JAMES LTD.**
By: (Signed) PAUL NIEZNALSKI	By: (Signed) HAROON CHAUDHRY	By: (Signed) PIERRE-FRANCOIS ROY	By: (Signed) JASON ROBERTSON