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Dated as of the 29th day of October, 2010.

THUNDERBIRD ENERGY CORPORATION

– and –

COMPUTERSHARE TRUST COMPANY OF CANADA

$10,000,000

TRUST INDENTURE

Providing for the issue of 3 Year Gas Linked Secured Redeemable Debentures

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THIS TRUST INDENTURE made as of the 29th day of October, 2010.

BETWEEN:

THUNDERBIRD ENERGY CORPORATION,
a corporation existing under the laws of Canada
(hereinafter referred to as the "Corporation")

– and –

COMPUTERSHARE TRUST COMPANY OF CANADA,
a corporation existing under the laws of Canada,
having an office in the City of Vancouver, British Columbia
(hereinafter referred to as the "Indenture Trustee")

WHEREAS the Corporation is desirous of raising money for its stated business purposes and in so doing is desirous of creating and issuing debentures to be constituted and issued as provided for by this Trust Indenture;

WHEREAS the Corporation is duly authorized to create and issue the Debentures (as hereinafter defined) as herein provided;

WHEREAS all necessary resolutions of the directors of the Corporation have been duly enacted, passed and confirmed and other proceedings taken and conditions complied with to make the creation and issuance of the Debentures proposed to be issued hereunder and this Trust Indenture legal, valid and binding on the Corporation;

AND WHEREAS the foregoing recitals are made as representations and statements of fact by the Corporation and not by the Indenture Trustee.

NOW THEREFORE the parties agree as follows:

ARTICLE 1
INTERPRETATION

1.01 Definitions

In this Trust Indenture (including the recitals hereto) unless there is something in the subject matter or context inconsistent therewith:

"**Affiliate**" has the meaning given in the *Canada Business Corporations Act*;

"**Applicable Legislation**" means: (i) the provisions, if any, of the *Canada Business Corporations Act*, as amended, and any other statute of Canada or a province thereof, and of regulations under any such statute, relating to trust indentures or to the rights, duties and obligations of trustees under trust indentures and of corporations issuing debt obligations under trust indentures, to the extent that such provisions are for the time being in force and applicable to this Trust Indenture; and (ii) to the extent applicable the provisions of the Trust Indenture Act (United States) of 1939, as amended.

"**Authorized Investment**" means short term interest bearing or discount debt obligations issued or guaranteed by the Government of Canada or a Province or a Canadian chartered bank (which may include an Affiliate or related party of the Indenture Trustee) provided that each such obligation is rated at least R1 (middle) by DBRS Inc. or an equivalent rating service;

"**Business Day**" means any day except Saturday, Sunday, a statutory holiday and days when the principal offices of the Indenture Trustee in Vancouver, British Columbia, Canada are not open to the public for the transaction of business;

"**Certificate of the Corporation**", "**Order of the Corporation**", "**Request of the Corporation**", "**Written Direction of the Corporation**" and "**Consent of the Corporation**" mean respectively a written certificate, order, request, direction and consent signed in the name of the Corporation by any two Officers or Directors of the Corporation and may consist of one or more instruments so executed. A Certificate of the Corporation shall be in the form of a statutory declaration or an opinion of a solicitor if and when required under the provisions of this Trust Indenture, any Applicable Legislation or by the Indenture Trustee;

"**Collateral**" shall have the meaning attributed to it in Article 4;

"**Corporation**" means Thunderbird Energy Corporation and includes any successor to and assign of the Corporation;

"**Corporation's Auditors**" or "**Auditors of the Corporation**" means an independent firm of chartered accountants duly appointed as auditors of the Corporation;

"**Counsel**" means a barrister and solicitor or firm of barristers and solicitors, who may be counsel for the Corporation, retained, engaged or appointed by the Indenture Trustee or retained, employed, engaged or appointed by the Corporation and acceptable to the Indenture Trustee where the context so indicates;

"**Current Market Price**" per Share shall be the volume weighted average trading price per Share as traded on the Exchange since the last preceding Interest Calculation Date or since the Initial Date of Closing, whichever is later; if the Shares are not listed on any stock exchange, then on the over-the-counter market. The volume weighted average trading price per Share shall be determined by dividing the aggregate sale price of all Shares sold on such exchange or market, as the case may be, during the period by the total number of Shares so sold, provided however, that on those days where there is no board lot trade of Shares, the price per Share shall be the average of the daily closing bid and ask prices. If the Shares are not listed on the Exchange or any other stock exchange or over-the-counter market, then the price of the Shares shall be such price as determined by the Board of Directors, acting reasonably;

"**Date of Closing**" means each date of closing for the issue of Debentures hereunder, the first of which is anticipated to be October 29, 2010, or such later date as the parties hereto may mutually agree upon;

"**Debentures**" means the 3 Year Gas Linked Secured Redeemable Debentures of the Corporation to be issued hereunder and to be entitled to the benefits hereof;

"**Debentureholders**" or "**Holders**" means the Persons for the time being entered in the registers hereinafter mentioned as holders of Debentures;

"**Debentureholders' Request**" means an instrument, signed in one or more counterparts by the Holder or Holders of not less than 25% in principal amount of the Debentures outstanding as at the date of such request, requesting the Indenture Trustee to take or refrain from taking some action or proceeding specified therein;

"**Debtors**" means the Corporation, Horse Bench and Thunderbird US and includes any of their successors and assigns;

"**Director**" means a member of the board of directors of the Corporation from time to time and "**Directors**" or "**Board of Directors**" means the board of directors of the Corporation from time to time and reference to "**action by the Directors**" means action by the directors of the Corporation as a board;

"**Environmental Laws**" means all federal, provincial, state, municipal, country, local and other laws, statutes, codes, ordinances, by-laws, rules, regulations, policies, guidelines, certificates, approvals, permits, consents, directions, standards, judgments, orders and other authorizations, as well as common law, civil and other jurisprudence or authority, in each case domestic or foreign, having the force of law at any time relating in whole or in part to any Environmental Matters and including any permit, order, directions, certificate, approval, consent, registration, licence or other authorization of any kind held or required to be held in connection with any Environmental Matters;

"**Environmental Matters**" means:

(i) any condition or substance, heat, energy, sound, vibration, radiation or odour that may affect any component of the earth and its surrounding atmosphere or affect human health or any plant, animal or other living organism; and

(ii) any waste, toxic substance, contaminant or dangerous good or the deposit, release or discharge of any thereof into any component of the earth and its surrounding atmosphere;

"**Event of Default**" means the happening of any event specified in Section 7.01, and continuing for the period of time, if any, therein designated;

"**Exchange**" means the TSX Venture Exchange Inc. or such other recognized stock exchange upon which the Shares are listed from time to time;

"**Discounted Market Price**" means the Discounted Market Price of the Shares, at any time as that term is defined by the policies of the Exchange;

"**Extraordinary Resolution**" has the meaning attributed to it in Subsection 10.12(a);

"**Henry Hub Price**" as calculated on a particular date means the weighted average index price for firm physical prompt daily delivery of natural gas at Henry Hub as calculated since the last Interest Calculation Date or the Initial Date of Closing, whichever is later;

"Horse Bench" means Horse Bench Gathering LLC, a wholly owned subsidiary of Thunderbird US existing under the laws of Nevada;

"Indenture Trustee" means Computershare Trust Company of Canada or its successor or successors for the time being as trustee hereunder;

"Initial Date of Closing" means the first Date of Closing for the issue of Debentures hereunder, which is anticipated to be October 29, 2010, or such later date as the parties hereto may mutually agree upon;

"Interest Calculation Date" has the meaning set forth in sub-section 5.01(a);

"Interest Rate" means the interest rate payable on the Debentures in the form of cash and common shares of the Corporation, as calculated in accordance with Section 5.02;

"Interest Shares" means Shares issued to the Debentureholders for payment of interest as calculated in accordance with Section 5.03

"Maturity Date" means October 31, 2013;

"Officer" means the Chairman, President, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, any vice-president, the corporate secretary and any other officer designated by the Board of Directors from time to time;

"Person" means an individual, firm, trust, trustee, syndicate, corporation, partnership, association, government or governmental agency;

"Redemption Premium" has the meaning set forth in Section 3.01;

"Redemption Price" has the meaning set forth in Section 3.01;

"Register" has the meaning set forth in Section 2.06(a);

"Security Documents" means this Indenture, security in respect of the Collateral and any other security issued from time to time by any Person in support of the liabilities and obligations of the Corporation hereunder and under the Debentures;

"Security Interest" means any assignment, mortgage, charge, pledge, lien, encumbrance or security interest whatsoever, howsoever created or arising, whether absolute or contingent, fixed or floating, perfected or not, but does not include set-off or any right of set-off;

"Senior Security" means the Security Interests granted by the Corporation by way of convertible debentures, in an amount not greater than $1,000,000, which is outstanding at the Date of Closing and any statutory Security Interests in which the Corporation is current on its obligations;

"Shares" means the common shares of the Corporation;

"Subsidiary" has the meaning given in the *Canada Business Corporations Act*;

"Successor Entity" has the meaning attributed to it in Section 9.01;

"Thunderbird US" means Thunderbird Energy Inc., a wholly owned subsidiary of the Corporation existing under the laws of Nevada;

"Trust Indenture", **"Indenture"**, **"Agreement"**, **"hereto"**, **"herein"**, **"hereby"**, **"hereunder"**, **"hereof"** and similar expressions refer to this Trust Indenture and not to any particular Article, Section, Subsection or other portion hereof and include any and every instrument supplemental or ancillary hereto;

"UCC" means the Uniform Commercial Code as currently adopted in the States of Nevada and Utah, as applicable

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

"U.S. Person" means a "U.S. person" as defined in Regulation S;

"U.S. Securities Act" means the United States Securities Act of 1933, as amended; and

"U.S. Securities Exchange Act" means the U.S. Securities Act of 1934.

1.02 Meaning of "**Outstanding**"

Every Debenture certified and delivered by the Indenture Trustee hereunder shall be deemed to be outstanding until it shall be cancelled or delivered to the Indenture Trustee for cancellation or redemption provided that:

(a) Debentures which have been partially redeemed shall be deemed to be outstanding only to the extent of the unredeemed part of the principal amount thereof;

(b) when a new Debenture has been issued in exchange for a Debenture pursuant to Section 2.09 only one of such Debentures shall be counted for the purpose of determining the aggregate principal amount of Debentures outstanding; and

(c) for the purposes of any provision of this Trust Indenture entitling holders of outstanding Debentures to vote, sign consents, requisitions or other instruments or to take any other action under this Trust Indenture, Debentures owned directly or indirectly, legally or equitably, by the Corporation or any Subsidiary shall be disregarded except that:

(i) for the purpose of determining whether the Indenture Trustee shall be protected in relying on any such vote, consent, requisition, instrument or other action only the Debentures which the Indenture Trustee, after reasonable inquiry, knows are so owned shall be so disregarded; and

(ii) Debentures so owned which have been pledged or deposited in good faith other than to the Corporation or a Subsidiary shall not be so disregarded if the pledgee or depositee shall establish to the satisfaction of the Indenture Trustee the pledgee's or depositee's right to vote such Debentures in his discretion free from the control of the Corporation or any Subsidiary.

1.03 Headings, etc.

The division of this Trust Indenture into Articles, Sections and Subsections, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Trust Indenture or of the Debentures.

1.04 Applicable Law

This Trust Indenture and the Debentures shall be governed and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be treated in all respects as contracts made and performed in the Province of British Columbia.

1.05 Currency

All references to currency herein shall be to lawful money of Canada.

1.06 Day not a Business Day

In the event that any day on which any action is required to be taken under this Indenture is not a Business Day, then such action will be required to be taken at or before the specified time on the next succeeding day that is a Business Day.

1.07 Number and Gender

Words importing the singular number only shall include the plural and vice versa, and words importing gender include the masculine, feminine and neuter genders.

ARTICLE 2
THE DEBENTURES

2.01 Terms of Debentures

(a) The aggregate principal amount of Debentures authorized to be issued and outstanding at any one time under this Trust Indenture shall consist of and be limited to $10,000,000.

(b) The Debentures shall be designated as "3 Year Gas Linked Secured Redeemable Debentures", shall be dated as of the applicable Date of Closing, shall mature on the Maturity Date and shall bear interest (in accordance with the provisions of Article 5) from the date of issue, at the Interest Rate payable after as well as before maturity, default and judgment and with interest, on any amounts in default at the same rate, payable quarterly.

(c) Subject to the right of the Corporation to redeem the Debentures pursuant to Article 3, the principal amount of the Debentures and the amounts of accrued interest thereon at maturity shall be calculated and payable by the Corporation in lawful money of Canada at the principal office of the Indenture Trustee in Vancouver, British Columbia, Canada. Notwithstanding anything contrary in this

Trust Indenture, the final payments shall be made within 3 Business Days of the Maturity Date.

2.02 Form and Signature of Debentures

(a) The Debentures shall be issued only as fully registered Debentures in the denomination of $100 and integral multiples of $100. The Debentures (including the certificate of the Indenture Trustee, the transfer and interest election panels endorsed thereon) shall be substantially in the form set forth in Schedule "A" hereto. The Debentures shall bear such distinguishing letters and numbers as prescribed by the Corporation and as the Indenture Trustee may approve.

(b) The Debentures shall be signed (either manually or by facsimile signature) by any Officer or Director of the Corporation. A facsimile signature upon any of the Debentures shall for all purposes of this Trust Indenture be deemed to be the signature of the person whose signature it purports to be and to have been executed at the time such facsimile signature is reproduced. Debentures shall be valid and binding upon the Corporation and entitled to the benefits of this Trust Indenture notwithstanding that a person whose signature, either manual or facsimile, may appear on the Debentures is not, at the date of this Trust Indenture or at the date of the Debentures or at the date of the certification and delivery thereof, the holder of the office indicated.

2.03 Issue of Debentures

Debentures in the aggregate principal amount set out in a Written Direction of the Corporation shall be executed by the Corporation and, forthwith after such execution, shall be delivered to the Indenture Trustee along with an officer's certificate certifying that, so far as is known to the persons signing the same, the Corporation is not in default in the performance of any of its covenants contained herein and in all documents relating hereto and that the Corporation has complied with the requirements of this Indenture in connection with the issue of the Debentures. The Debentures shall thereupon be certified by the Indenture Trustee and delivered to the order of the Holders pursuant to a Written Direction of the Corporation without the Indenture Trustee receiving any consideration therefor. No Debentures shall be issued or registered to, or for the account or benefit of, a person in the United States or U.S. Person, unless issued pursuant to a transfer in accordance with Section 2.11 hereof, excluding, however, Debentures issued for any discretionary account (other than an estate or trust) held for the benefit of or account of a non-U.S. Person by any professional fiduciary organized, incorporated, or (if an individual) resident in the United States.

2.04 Certification by the Indenture Trustee

(a) No Debenture shall be issued or, if issued, shall be obligatory or shall entitle the Holder to the benefits of this Trust Indenture, until it has been certified, as represented by a manual or facsimile signature by an authorized signatory of the Indenture Trustee, by or on behalf of the Indenture Trustee, substantially in the form set out in Schedule "A" hereto or in some other form approved by the Indenture Trustee. Such certification on any Debenture shall be conclusive evidence that such Debenture is duly issued, is a valid obligation of the Corporation and is entitled to the benefits hereof.

(b) The certificate of the Indenture Trustee signed on the Debentures hereinafter mentioned shall not be construed as a representation or warranty by the Indenture Trustee as to the validity of this Trust Indenture or of the Debentures or as to the issuance of the Debentures and the Indenture Trustee shall in no respect be liable or answerable for the use made of the Debentures or any of them or the proceeds thereof. The certificate of the Indenture Trustee signed on the Debentures shall, however, be a representation and warranty by the Indenture Trustee that the Debentures have been duly certified by or on behalf of the Indenture Trustee and pursuant to the provisions of this Trust Indenture.

2.05 Debentures to Rank Pari Passu

Each Debenture as soon as issued or negotiated, subject to the terms hereof, shall rank pari passu and shall be equally and proportionately entitled to the benefits hereof, as if all of the Debentures had been issued and negotiated simultaneously.

2.06 Registers for the Debentures

(a) The Corporation shall, at all times while any Debentures are outstanding, cause to be kept at the principal office of the Indenture Trustee in the City of Vancouver, British Columbia, Canada and in such other place or places as the Corporation with the approval of the Indenture Trustee may designate, a register in which shall be entered the names and addresses of the Holders and particulars of the Debentures held by them respectively and of all transfers of Debentures (the "Register"). No transfer of a Debenture shall be valid unless made by the Holder or his executors or administrators or other legal representatives or his or their attorney duly appointed by an instrument in writing in form and execution satisfactory to the Indenture Trustee, upon compliance with such requirements as the Indenture Trustee may prescribe and unless such transfer shall have been duly entered on the Register.

(b) The registers hereinbefore referred to shall at all reasonable times, during regular business hours, be open for inspection by the Corporation, the Indenture Trustee and any Debentureholder.

(c) Subject to compliance with applicable securities laws, rules, regulations and policies of the Exchange, the Holder of a Debenture may at any time and from time to time have such Debenture transferred at any of the places at which a register is kept pursuant to the provisions of this Article, including Section 2.11 hereof, in accordance with such reasonable regulations as the Indenture Trustee may prescribe including the requirement of the holder to complete, sign (signature medallion guaranteed) the Transfer Form substantially in the form as found on as a schedule to the Debenture Certificate.

(d) Neither the Corporation nor the Indenture Trustee shall be required to transfer or exchange any Debentures on any Interest Calculation Date or during a period of 10 Business Days immediately preceding any such date.

(e) Neither the Indenture Trustee nor the Corporation shall be charged with notice of or be bound to see to the execution of any trust, nor affected by notice of any equity, whether expressed, implied or constructive, with respect to any

Debenture, and the Indenture Trustee or the Corporation may transfer any Debenture on the direction of the Holder thereof, whether named as trustee or otherwise, as though that person were the beneficial owner thereof.

(f) Except in the case of the register required to be kept at the City of Vancouver, British Columbia, Canada, the Corporation with the approval of the Indenture Trustee may at any time close any register upon which the registration of any Debenture appears and transfer the records thereof to another existing register or to a new register and thereafter such Debentures shall be deemed to be registered on such existing or new register, as the case may be. Notice of such transfer shall be given to the Holders of such Debentures.

2.07 Persons Entitled to Payment

(a) The Person in whose name any Debenture is registered and as it appears on the Register shall be deemed to be and shall be regarded as the owner thereof for all purposes of this Trust Indenture and payment of or on account of the principal, Redemption Premium (if any) and interest on such Debenture shall be made only to or upon the order in writing to such Holder thereof and such payment shall be a good and sufficient discharge to the Indenture Trustee, any registrar and the Corporation and to any paying agent for the amounts so paid.

(b) The Holder, for the time being, of any Debenture shall be entitled to the principal moneys, Redemption Premium (if any) and interest evidenced by such Debenture, free from all equities or rights of set-off, or counterclaim between the Corporation and the original or any intermediate Holder thereof and all persons may act accordingly and a transferee of a Debenture shall, after an appropriate form of transfer is lodged with the Indenture Trustee or other registrar and upon compliance with all other conditions in that behalf required by this Trust Indenture or by any conditions contained in such Debenture or by law, be entitled to be entered on any of the appropriate registers as the owner of such Debenture free from all equities or rights of set off, or counterclaim between the Corporation and his transferor or any previous Holder thereof, save with respect to equities of which the Corporation is required to take notice by statute or by order of a court of competent jurisdiction.

(c) The Corporation shall not be bound to enquire into the title of any Holder, save as ordered by a court of competent jurisdiction or as required by statute.

(d) Where Debentures are registered in more than one name, the principal moneys, Redemption Premium (if any) and interest from time to time payable with respect thereto may be paid by cheque payable to the order of the Holders or to the holder whose name first appears on such register, failing written instruction from them to the contrary, and such payment shall be a valid discharge to the Indenture Trustee, any registrar, the Corporation and any paying agent, subject mutatis mutandis to equities of which the Corporation is required to take notice by statute or by order of a court of competent jurisdiction.

(e) In the case of the death of one or more joint Holders, the principal moneys, Redemption Premium (if any) and interest on any Debentures may be paid to the survivor or survivors of such Holders, and such payment shall constitute a valid discharge to the Indenture Trustee, any registrar, the Corporation and any paying agent, subject mutatis mutandis to equities of which the Corporation is required to take notice by statute or by order of a court of competent jurisdiction.

2.08 Mutilation, Loss, Theft or Destruction

In case any of the Debentures issued hereunder shall be mutilated or be lost, stolen or destroyed, the Corporation, in its discretion, may issue, and thereupon the Indenture Trustee shall certify and deliver, a new Debenture upon surrender and cancellation of the mutilated Debenture, or in the case of a lost, stolen or destroyed Debenture, in lieu of and in substitution for the same, and the substituted Debenture shall be in a form approved by the Indenture Trustee and shall be entitled to the benefit of this Trust Indenture equally with all other Debentures issued or to be issued hereunder without preference or priority of one over another. In case of loss, theft or destruction the applicant for a substituted Debenture shall furnish to the Corporation and the Indenture Trustee such evidence of such loss, theft or destruction as shall be satisfactory to each of them in their discretion, acting reasonably, and shall also furnish an indemnity and surety bond satisfactory to each of them in their discretion, acting reasonably. The applicant shall pay all reasonable expenses incidental to the issuance of any substituted Debenture.

2.09 Exchange of Debentures

(a) Debentures of any denomination may be exchanged for Debentures of any other authorized denomination or denominations, any such exchange to be for Debentures of an equivalent aggregate principal amount. Any exchange of Debentures may be made at the offices of the Indenture Trustee or at the offices of any registrar where registers are maintained for the Debentures pursuant to the provisions of Section 2.06. Any Debentures tendered for exchange shall be surrendered to the Indenture Trustee or appropriate registrar and shall be canceled.

(b) Except as herein otherwise provided, upon any exchange of Debentures of any denomination for other Debentures and upon any transfer of Debentures, the Indenture Trustee or other registrar may make a sufficient charge to reimburse it for any stamp or security transfer taxes or other governmental charge required to be paid and in addition, a reasonable charge for its services and payment of the said charge shall be made by the party requesting such exchange or transfer as a condition precedent thereto.

2.10 Indenture Trustee Not Bound to Make Enquires

The Indenture Trustee shall not be bound to make any enquiry or investigation as to the correctness of the matters set out in any of the resolutions, opinions, certificates and other documents provided under this Article. The Indenture Trustee may nevertheless, in its discretion, require further proof in cases where it deems further proof desirable.

2.11 Transfers

(a) The Debentures may only be transferred on the Register in accordance with applicable laws including any hold periods imposed by applicable securities laws or the policies of the Exchange; and upon compliance with the conditions hereof by the

Debentureholder or his legal representatives or his attorney duly appointed by an instrument in writing in form and substance satisfactory to the Indenture Trustee and upon due execution by the Debentureholder and its transferee of the Transfer Form substantially in the form as found as a schedule to the Debenture Certificate and delivery of the same to the Indenture Trustee and compliance with such other reasonable requirements as the Corporation and the Indenture Trustee may prescribe, such transfer shall be duly noted on the register by the Indenture Trustee. The reasonable transfer charges of the Indenture Trustee with respect to the transfer of Debentures shall be payable by the applicable Debentureholders.

(b) The Indenture Trustee understands and acknowledges that the Debentures have not been and will not be registered under the U.S. Securities Act or any applicable state securities laws of any state of the United States and are not transferable in the United States or to, or for the account or benefit of, U.S. Persons unless an exemption from registration is available under the U.S. Securities Act and any applicable state securities laws of any state of the United States for the transfer of the Debentures and for the subsequent issuance of Interest Shares under the Debenture, and transfer of the Debentures would not subject this Trust Indenture to qualification requirements under the Trust Indenture Act of 1939, as amended, and the Corporation and the Indenture Trustee receive an opinion of counsel of recognized standing or other evidence to such effect in form and substance reasonably satisfactory to the Corporation and the Indenture Trustee.

(c) The Indenture Trustee will process all transfers in good faith upon the presumption that such transfer is permissible pursuant to all applicable legislation and the terms of this Indenture. The transferor and transferee are solely responsible for ensuring compliance with any applicable securities laws, and the Indenture Trustee will have no obligations to ensure compliance with any laws applicable to the issue, transfer of the Debentures.

(d) The Indenture Trustee shall be entitled to rely on the registered address of the Debentureholder as the residency of such Debentureholder.

ARTICLE 3
REDEMPTION OF DEBENTURES

3.01 Redemption of Debentures

The Debentures shall be redeemable in whole or in part at any time on or after the first anniversary of the Initial Date of Closing and prior to the Maturity Date at the option of the Corporation (in the manner hereinafter provided and in accordance with and subject to the provisions hereinafter set forth) upon payment of the outstanding principal of the Debentures, plus a fifteen percent premium (the "Redemption Premium"), together with accrued and unpaid interest on the principal amount. For greater certainty, unpaid interest shall be calculated and paid in accordance with the provisions of Article 5 within 10 Business Days following such redemption. With respect to the Debentures so redeemed, the date of such redemption shall be deemed to be an Interest Calculation Date. If the Corporation elects to redeem only a part of the Debentures outstanding, the Corporation must redeem the Debentures on a pro-rata basis.

3.02 Notice of Redemption

Notice of intention to redeem Debentures under this Article shall be given by or on behalf of the Corporation to the holders of the Debentures which are to be redeemed, no less than 15 days prior to the date fixed for redemption, in the manner provided in Section 11.02. The notice of redemption shall specify the distinguishing letters and numbers of the Debentures which are to be redeemed and shall specify the effective date of the redemption (the "Redemption Date"), the Redemption Premium and places of payment and shall state that all interest thereon shall cease from and after such Redemption Date.

3.03 Debentures Due on Redemption Dates

(a) Upon notice having been given as aforesaid, all the Debentures called for redemption under this Article shall thereupon be and become due and payable on the Redemption Date specified in such notice, in the same manner and with the same effect as if it were the date of maturity specified in such Debentures, anything therein or herein to the contrary notwithstanding. From and after such Redemption Date, if the moneys necessary to redeem such Debentures shall have been deposited with the Indenture Trustee as hereinafter provided and affidavits or other proof satisfactory to the Indenture Trustee as to the mailing of such notices shall have been lodged with it, such Debentures shall not be considered as outstanding hereunder and interest upon such Debentures shall cease to accrue after said date.

(b) In case any question shall arise as to whether any notice has been given as above provided and any such deposit made, such question shall be decided by the Indenture Trustee whose decision shall be final and binding upon all parties interested.

3.04 Deposit of Redemption Moneys

Upon Debentures having been called for redemption pursuant to this Article, the Corporation shall deposit with the Indenture Trustee at least 1 Business Day prior to the Redemption Date fixed in the notice of the redemption thereof, such moneys as are sufficient to pay the principal amount of the Debentures to be redeemed together with the Redemption Premium and the estimated charges and expenses to be incurred in connection with such redemption. From the moneys so deposited the Indenture Trustee shall pay to the Holders of such Debentures called for redemption, upon surrender of such Debentures, the principal plus the Redemption Premium.

3.05 Failure to Surrender Debentures

In case the Holder of any such Debentures called for redemption under this Article shall within 30 days from the date fixed for redemption fail to surrender any of his Debentures or shall not within such time accept payment for the redemption moneys payable with respect thereto or give such receipt therefor, if any, as the Indenture Trustee may require, such redemption moneys shall be set aside by the Indenture Trustee in trust for such Holder, and no interest shall be payable to such Holder as and from the date of redemption, and such setting aside shall for all purposes be deemed a payment to the Debentureholder of the sum set aside. The Debentureholder shall thereupon have no further rights hereunder except to receive payment of such redemption moneys set aside by the Indenture Trustee, upon surrender and deliver up of such Debenture or Debentures.

3.06 Cancellation of Debentures

All Debentures redeemed by the Corporation under this Article shall forthwith be delivered to the Indenture Trustee and shall be cancelled by the Indenture Trustee and no Debentures shall be issued in substitution thereof. In the event of a partial redemption of the Debentures, the Indenture Trustee shall issue a replacement Debenture representing the unredeemed principal amount.

3.07 Surrender of Debentures for Cancellation

If the principal moneys due upon any Debentures issued hereunder shall become payable by redemption or otherwise before the Maturity Date, the person presenting such Debentures for payment must surrender the same for cancellation against payment therefore, and the Corporation will nevertheless be responsible for paying or causing to be paid the interest accrued and unpaid thereon in accordance with Article 5.

3.08 Concurrent Redemption-Reissue of New Debentures

Notwithstanding anything in this Article 3 to the contrary, the Corporation may redeem one or more of the Debentures at any time, at par with all outstanding and unpaid interest, with the consent of the holder of those Debentures provided that the Corporation concurrently issues a new Debenture in an equal principal amount to a new investor. This provision may only be utilized for the purpose of transferring ownership of a Debenture or Debentures.

ARTICLE 4
SECURITY FOR DEBENTURES

4.01 Collateral

In consideration of the premises and of $1.00 paid by the Indenture Trustee to the Corporation, the receipt and sufficiency of which are hereby acknowledged, and to secure the due and punctual payment of the principal, Redemption Premium and interest on the Debentures and all other moneys for the time being and from time to time owing hereunder and under the Debentures, and the due performance of the present and future obligations of the Corporation under this Trust Indenture and under the Debentures and the Security Documents, concurrently with the execution of this Trust Indenture, the Corporation shall execute and deliver or cause to be executed and delivered to and in favour of the Indenture Trustee, in form and substance satisfactory to the Indenture Trustee:

(a) a general security agreement by the Corporation whereby the Corporation shall:

(i) grant, convey, assign, mortgage, charge and create a security interest to and in favour of the Indenture Trustee, and a security interest will be taken in all presently owned or held and after acquired or held personal property, assets and undertakings of the Corporation, of whatever nature and kind and wheresoever situated, and all proceeds thereof and therefrom; and

(ii) grant and create a floating charge over all the Corporation's right, title and interest in all its presently owned or held and after acquired or held real, immovable and leasehold property and in and to all property, assets, undertaking of whatever nature or kind and wherever located not otherwise validly and effectively subject to the security interest in favour of the Indenture Trustee under sub-paragraph (a) immediately above,

(collectively, the "Corporation Collateral")

(b) from Thunderbird US:

(i) a guarantee in respect of the obligations of the Corporation;

(ii) a general security agreement whereby Thunderbird US shall grant, convey, assign, mortgage, charge and create a security interest to and in favour of the Indenture Trustee and a security interest will be taken in all presently owned or held and after acquired or held personal property, assets and undertakings of Thunderbird US, of whatever nature and kind and wheresoever situated, and all proceeds thereof and therefrom;

(iii) a deed of trust, mortgage, assignment of production, security agreement and financing statement which describes all of its property located in Utah and is in the form required to be recorded in the recorder's office of Carbon County, Utah; and

(iv) a mortgage, assignment of production, security agreement and financing statement which describes all of its property in Kansas and is in a form required to be recorded in the recorder's office of Rush County, Kansas.

(the property encumbered under sub-paragraphs (ii) to (iv) immediately above is collectively referred to as the "Thunderbird US Collateral")

(c) from Horse Bench;

(i) a guarantee in respect of the obligations of the Corporation;

(ii) a general security agreement whereby Horse Bench shall grant, convey, assign, mortgage, charge and create a security interest to and in favour of the Indenture Trustee and a security interest will be taken in all presently owned or held and after acquired or held personal property, assets and undertakings of Horse Bench, of whatever nature and kind and wheresoever situated, and all proceeds thereof and therefrom; and

(iii) a deed of trust, mortgage, assignment of rents, security agreement and fixture filing covering all of its property located in Utah which is in the form required to be recorded in the recorder's office of Carbon County, Utah.

(the property encumbered under sub-paragraphs (ii) and (iii) immediately above is collectively referred to as the "Horse Bench Collateral" and the Corporation Collateral, Thunderbird US Collateral and the Horse Bench Collateral are hereinafter collectively referred to as the "Collateral")

4.02 Indenture Trustee holds Security Documents for Debentureholders

The Indenture Trustee declares that it shall hold the Security Documents and the Collateral and the rights granted to it under each Security Document for the benefit of the Debentureholders.

4.03 Further Assurances

The Corporation agrees that:

(a) it shall from time to time cause to be executed and delivered all such agreements, documents and other instruments, and cause to be done and given all such things and assurances as, in the opinion of Counsel, are necessary or expedient for validly granting to the Indenture Trustee the Security Interests intended to be created by the Security Documents upon the Collateral whether now owned or hereafter acquired by the Corporation as applicable; and

(b) it shall from time to time, after the Security Interests under the Security Documents become enforceable, cause to be executed and delivered all such agreements, documents and other instruments, and cause to be done and given all such things and assurances as the Indenture Trustee may require for facilitating the enforcement of the Security Interests granted under the Security Documents and the realization of the Collateral and for exercising all of the powers, authorities and discretions conferred upon the Indenture Trustee by the Security Documents and for transferring to any purchaser of any such property, whether sold by the Indenture Trustee under the Security Documents or by judicial proceedings, the title to the assets so sold and the Corporation shall give all such notices requested by the Indenture Trustee which the Indenture Trustee considers necessary or expedient;

in each case in order to fully and effectually confer upon the Indenture Trustee the Security Interests created or intended to be created by the Security Documents.

ARTICLE 5
INTEREST CALCULATION AND PAYMENT

5.01 Debentures' Interest

(a) All Debentures issued hereunder shall bear interest at the Interest Rate from the date of issue or from the last Interest Calculation Date, whichever shall be the later. Accrued interest on all Debentures will be calculated by the Corporation daily and paid quarterly in arrears, based on the applicable Interest Rate for the quarter as calculated in accordance with Section 5.02 below, on the dates (each, an "Interest Calculation Date") that coincide with the end of each of the Corporation's fiscal quarters, namely April 30, July 31, October 31 and January 31 of each year. January 31, 2011 will be considered the Initial Interest Calculation Date.

(b) Fifty percent (50%) of the Interest due each quarter will be paid in lawful currency of Canada and fifty percent (50%) will be paid by way of the issuance of Interest Shares, the number and pricing of which will be determined in accordance with Section 5.03.

(c) As interest on Debentures matures (except interest payable at maturity which may be paid upon presentation and surrender of such Debentures for payment) the Corporation, within 10 Business Days following each Interest Calculation Date, shall forward or cause to be forwarded by the Indenture Trustee or other paying agent by prepaid post, to the Holders for the time being, at their respective addresses appearing on the appropriate register hereinbefore mentioned or as otherwise directed by the Holders in writing:

(i) a cheque for the fifty percent (50%) cash portion of such interest due (less any tax required by law to be deducted) payable to the order of each Holder; and

(ii) a Share certificate representing the fifty percent (50%) Interest Share portion of the interest due, issued to each entitled Holder and registered in the name of the Holder in the books of the Corporation as such Holder appears on the Register. Notwithstanding the foregoing, the Corporation may, in lieu of issuing a share certificate to the Holders, issue a non-transferable written acknowledgment of the Holder's right to obtain such a share certificate in accordance with the Articles of Incorporation and By-Laws of the Corporation.

In the event that the Corporation shall forward an interest payment by cheque or Shares directly to the Holders, the Corporation will provide confirmation of each such payment or forwarding to the Indenture Trustee in writing, no more than 11 Business Days after each date on which interest on such Debentures becomes due. The forwarding of such cheques or certificates for Shares as provided above shall satisfy and discharge the liability for the interest on such Debentures to the extent of the sum or sums represented thereby (plus the amount of any tax deducted as aforesaid) unless such cheque (in the case of a cheque forwarded, as aforesaid), is not paid on presentation; provided that in the event of the non-receipt of any such cheque or Share certificate, as applicable, by the Holder, or the loss or destruction thereof, the Corporation, upon being furnished with reasonable evidence of such non-receipt, loss or destruction, together with an indemnity satisfactory to it, acting reasonably, shall issue to such Holder a replacement cheque for the amount of such cheque or a replacement Share certificate, as applicable.

(d) Interest for any period of less than 12 months shall be computed on the basis of a year of 365 days (366 days if such period falls within a leap year).

(e) The Corporation shall be solely responsible for calculating any interest herein and the Indenture Trustee may rely on those calculations.

5.02 Calculation of Interest Rate

The Interest Rate to be applied at each Interest Calculation Date shall be the arithmetic sum of fifteen percent (15%) (herein referred to as the "Base Interest Rate") and a Bonus Interest Rate as hereinafter described. The Bonus Interest Rate percentage shall be calculated each quarter by first subtracting US$5 from the Henry Hub Price, dividing the difference by US$0.50 and rounding the resulting quotient down to the nearest lower whole integer; subject to the limitation that the Bonus Interest Rate shall not at any time be less than zero percent (0%) nor more than ten percent (10%). For greater certainty, the Bonus Interest Rate calculation is depicted below:

Bonus Interest Rate = (Henry Hub Price - US$5.00) ÷ US$0.50 (rounded to the nearest lower whole integer)

5.03 Issuance of Interest Shares

(f) The deemed price per share of the Interest Shares to be issued each quarter (the "Interest Share Price") will be equal to the greater of:

(i) a ten percent (10%) discount from the Current Market Price of the Corporation's shares calculated as of the respective Interest Calculation Date; and

(ii) the Discounted Market Price of the Shares as of the respective Interest Calculation Date.

(g) The number of Interest Shares to be issued each quarter shall be determined by dividing the Interest Share portion of the interest due and payable each quarter as calculated on each Interest Calculation Date, by the Interest Share Price. Fractional interests in Shares shall be adjusted for in the manner provided in Section 5.04.

(h) The Interest Shares shall rank and bear entitlement only with respect to distributions declared in favour of shareholders of record on and after the Interest Calculation Date, from which date they will for all purposes be and be deemed to be issued and outstanding as fully paid and non-assessable Shares. The Corporation shall cause the Indenture Trustee (or, in the event that the Indenture Trustee is not at such time the registrar and transfer agent for the Shares of the Corporation, shall cause such registrar and transfer agent) to deliver to such Debentureholder or, subject as aforesaid, his nominee(s) or assignee(s), a certificate or certificates for such Shares and if applicable, a cheque for any amount payable under Section 5.04.

(i) The Corporation covenants with the Indenture Trustee that it shall conditionally allot to Debentureholders a sufficient number of Interest Shares as may be required to fulfill the Corporations obligations hereunder and covenants with the Indenture Trustee that all such Shares which shall be issuable shall be duly and validly issued as fully-paid and non-assessable.

(j) The Corporation will from time to time promptly pay or make provision satisfactory to the Indenture Trustee for the payment of any and all taxes and charges which may be imposed by the laws of Canada or any province thereof (except income tax or security transfer tax, if any) which shall be payable with respect to the issuance or delivery to the Holders of any Interest Shares.

5.04 No Requirement to Issue Fractional Shares

The Corporation shall not be required to issue fractional Interest Shares. If any fractional Interest Shares would, except for the provisions of this Section, be deliverable upon the conversion of any principal amount of Debentures, the Corporation shall, in lieu of delivering any certificate of such fractional interest, satisfy such fractional interest by paying to the Indenture Trustee for payment to the Holder of such fractional interest an amount in lawful money of Canada equal (computed to the nearest cent) to the appropriate fraction of the value of a Share on the Business Day next preceding the applicable Interest Calculation Date, provided that no such cheque shall be issued for an amount less than $10.00.

5.05 Adjustments

(a) If at any time:

(i) the Shares of the Corporation are subdivided into a greater or consolidated into a lesser number of Shares; or

(ii) there is a reclassification or reorganization of the share capital of the Corporation; or

(iii) the Corporation completes a merger or amalgamation with another corporation;

an appropriate adjustment shall be made to the application of this Article 5 with respect to the calculation of the number of Interest Shares issuable at all subsequent Interest Calculation Dates and on redemption of the Debentures, if applicable.

(b) If any question shall at any time arise with respect to any adjustments to be made under this Section 5.05, such question shall be conclusively determined by the Corporation's auditor, or, if such auditor declines to so act, any other chartered accountant in Vancouver, B.C. accredited by the Canadian Public Accountability Board that the Corporation may designate and who shall have access to all appropriate records, and such determination shall be binding upon the Corporation and the Holders.

ARTICLE 6
COVENANTS OF THE CORPORATION

The Corporation hereby covenant and agree with the Indenture Trustee for the benefit of the Indenture Trustee and the Debentureholders that it will fulfill the covenants as hereinafter set forth.

6.01 To Pay Principal and Interest

The Corporation will duly and punctually pay or cause to be paid to every Debentureholder the principal of, Redemption Premium (if applicable) and interest accrued on the Debentures of which such Debentureholder is the Holder with respect thereto on the dates, at the places, in the money and/or Interest Shares, and in the manner mentioned herein and in the Debentures.

6.02 To Carry On Business

Subject to the express provisions hereof, the Corporation will carry on and conduct its business in a proper and efficient manner; do or cause to be done all things necessary to preserve and keep in full force and effect its existence and all consents, rights, franchises, licences, approvals, permits and qualifications necessary to own their respective properties and assets and perform their respective obligations under this Indenture; and at all reasonable times they will furnish or cause to be furnished to the Indenture Trustee or its duly authorized agent or attorney such public information relating to the business of the Corporation and other Debtors as the Indenture Trustee may reasonably require for the performance of its duties hereunder.

6.03 To Pay Indenture Trustee's Remuneration

The Corporation will pay the Indenture Trustee's reasonable remuneration for services and will repay to the Indenture Trustee on demand all moneys which shall have been paid by the Indenture Trustee in and about the execution of the trusts hereby created with interest at the Indenture Trustee's usual rate from 30 days after the date of the invoice from the Indenture Trustee to the Corporation with respect to such expenditure until repayment, and such moneys and the interest thereon, including the Indenture Trustee's remuneration, shall be payable out of any funds coming into the possession of the Indenture Trustee in priority to any of the Debentures or interest thereon. The said remuneration shall continue payable until the trusts hereof be finally wound up and whether or not the trusts of this Trust Indenture shall be in the course of administration by or under the direction of the court.

6.04 Restrictive Covenant

The Corporation shall not declare or pay any distribution on any Shares of the Corporation, or call for redemption or purchase for cancellation or make any capital distribution with respect to any Shares of the Corporation, at any time when the Corporation is in arrears in payment of any principal, Redemption Premium or interest on the Debentures.

6.05 To Preserve Rights

The Corporation shall diligently preserve such rights, powers, privileges, franchises and goodwill as are necessary or advisable, and such qualifications to do business and own property in all jurisdictions in which such qualification is necessary or advisable, in respect of the Collateral.

6.06 To Comply with Laws

The Corporation shall observe and comply in all respects with all applicable laws and other requirements relating to the security interests created in any Security Document (including without limitation, applicable statutes, regulations, orders and restrictions relating to environmental standards or controls or to energy regulations).

6.07 To Comply with Covenants

The Corporation shall ensure that all covenants, conditions, stipulations and provisos contained in this Indenture, the Debentures and the Security Documents are duly performed.

6.08 To Maintain Property

The Corporation shall maintain or cause to be maintained (to the extent that the nature of its interest permits) the Collateral in good order and repair and in good standing, free and clear of any liens, charges and encumbrances and Security Interests ranking or capable of ranking prior to or pari passu with the Security Interest created under the Security Documents, other than the Senior Security.

6.09 To Advise of Adverse Changes

The Corporation shall promptly notify the Debentureholders of any material adverse change in the business of the Corporation or any Subsidiary. Such notification requirement may be satisfied by the publication by the Corporation of such press release or releases as may be required under applicable securities legislation.

6.10 To Pay Liens

The Corporation shall pay and discharge or cause to be paid and discharged, promptly when due, all taxes, assessments and governmental charges or levies imposed upon it in respect of the Collateral or upon the income or profits therefrom as well as all claims of any kind (including claims for labour, materials, supplies and rent) which, if unpaid, might become a lien thereupon; provided however, that it shall not be required to pay or cause to be paid any such tax, assessment, charge, levy or claim if the amount, applicability or validity thereof shall concurrently be contested in good faith by appropriate proceedings diligently conducted and adequate reserves for such payment have been made.

6.11 To Defend Property

The Corporation shall cause all necessary and proper steps to be taken diligently to protect and defend the Collateral and the proceeds thereof against any claim or demand, including without limitation, the employment or use of counsel for the prosecution or defence of litigation and the contest, settlement, release or discharge of any such claim or demand.

6.12 To Maintain Insurance

The Corporation shall maintain or caused to be maintained with financially sound and reputable insurers, insurance with respect to the Collateral against such liabilities, casual risks and contingencies and in such types and amounts as is customary in the case of corporations holding properties of a similar nature and similarly situated.

6.13 To Maintain Stock Exchange Listings

The Corporation shall use its best efforts to maintain the listing of the Shares on the Exchange and any other stock exchanges(s) upon which the Shares may become listed.

6.14 Indenture Trustee May Perform Covenants

If the Corporation shall fail to perform any covenants on its part herein contained, the Indenture Trustee may in its discretion, (subject to Section 7.02 and without prejudice to any other rights and remedies of the Indenture Trustee under this Trust Indenture) but need not, notify the Debentureholders of such failure or itself may perform any of said covenants capable of being performed by it and if any such covenant requires the payment or expenditure of money, it may make such payment or expenditure with its own funds, or with money borrowed by or advanced to it for such purposes, but shall be under no obligation so to do; and all sums so expended or advanced shall be payable by the Corporation in the manner provided in Section 6.03, but no such performance or payment shall be deemed to relieve the Corporation from any default hereunder.

6.15 To Indemnify

(a) In addition to and without limiting any other protection hereunder or otherwise by law of the Indenture Trustee and its officers, trustees, directors, employees, agents, representatives, successors and assigns (collectively, "Representatives"), the Corporation shall indemnify, defend and save harmless the Indenture Trustee and its Representatives from and against any and all liabilities, losses, claims, damages, penalties, fines, actions, suits, demands, levies, assessments, costs, charges, expenses and disbursements (including, without limitation, any and all legal and advisor fees and disbursements) (collectively, "Liabilities") of whatever kind or nature which may at any time be suffered by, imposed upon, incurred by or asserted against the Indenture Trustee and its Representatives, whether groundless or otherwise, howsoever arising from or out of any act, omission or error of the Indenture Trustee made in connection with its acting as Indenture Trustee hereunder or under any Security Document, except where the Liabilities arise from any act of willful misconduct or gross negligence on the part of the Indenture Trustee or its respective Representatives. Without limiting the generality of the foregoing, the obligation to indemnify, defend and save harmless in accordance herewith shall apply in respect of Liabilities suffered by, imposed upon, incurred in any way, connected with or arising from, directly or indirectly, any Environmental Laws. Notwithstanding any other provision hereof, the obligations provided for in this section shall survive any termination of the trust created hereby, whether by reason of removal or resignation of the Indenture Trustee, termination or discharge of this Indenture or otherwise.

(b) Subject to Subsection (d) of this Section, the Corporation hereby indemnifies and holds harmless the Indenture Trustee, its directors, officers, employees, and agents, and all of their respective representatives, heirs, successors and assigns (collectively the "Indemnified Parties") against any loss, expenses, claim, proceedings, judgment, liability or asserted liability (including strict liability and including costs and expenses of abatement and remediation of spills or releases of contaminants and including liabilities of the Indemnified Parties to third parties [including governmental agencies] in respect of bodily injuries, property damage,

damage to or impairment of the environment or any other injury or damage and including liabilities of the Indemnified Parties to third parties for the third parties' foreseeable and unforeseeable consequential damages) incurred as a result of:

(i) the administration of the trust created hereby;

(ii) the exercise by the Indenture Trustee of any rights hereunder or under any Security Document; which result from or relate, directly or indirectly, to:

(A) the presence or release of any contaminants, by any means or for any reason, whether or not release or presence of the contaminants was under the control, care or management of the Corporation or of a previous owner, or of a tenant;

(B) any contaminant present on or released from any contiguous property to the Collateral; or

(iii) the breach or alleged breach of any environmental laws by the Corporation, any Subsidiary or any other Debtors.

(c) For purposes of this Section, "liability" shall include (i) liability of an Indemnified Party for costs and expenses of abatement and remediation of spills and releases of contaminants, (ii) liability of an Indemnified Party to a third party to reimburse the third party for bodily injuries, property damages and other injuries or damages which the third party suffers, including (to the extent, if any, that the Indemnified Party is liable therefor) foreseeable and unforeseeable consequential damages suffered by the third party and (iii) liability of the Indemnified Party for damage suffered by the third party, (iv) liability of an Indemnified Party for damage to or impairment of the environment and (v) liability of an Indemnified Party for court costs, expenses of alternative dispute resolution proceedings, and fees and disbursements of expert consultants and legal counsel on a solicitor and client basis.

6.16 Affiliate Transactions

The Corporation shall not directly or indirectly, enter into or suffer to exist any transaction or series of related transactions (including, without limitation, the sale, purchase, exchange or lease of assets, property or services) with any Affiliate (an "Affiliate Transaction") or extend, renew, waive or otherwise modify the terms of any Affiliate Transaction entered into prior to the date hereof unless the terms of such Affiliate Transaction are fair and reasonable to it and the terms of such Affiliate Transaction are at least as favorable as the terms which could be obtained by it in a comparable transaction made on an arm's-length basis between unaffiliated parties. In any Affiliate Transaction involving an amount or having a value in excess of CDN$2.5 million which is not permitted above, the Corporation must obtain a resolution of the Board of Directors certifying that such Affiliate Transaction complies with the above requirements.

6.17 Currently Not Filing

The Corporation confirms that as at the date of execution of this Agreement, it does not have a class of securities registered pursuant to Section 12 of the U.S. Securities Exchange Act or have a reporting obligation pursuant to Section 15(d) of the U.S. Securities Exchange Act. The Corporation covenants that in the event that (i) any class of its securities shall become registered pursuant to Section 12 of the U.S. Securities Exchange Act or the Corporation shall incur a reporting obligation pursuant to Section 15(d) of the U.S. Securities Exchange Act, or (ii) any such registration or reporting obligation shall be terminated by the Corporation in accordance with the U.S. Securities Exchange Act, the Corporation shall promptly deliver to the Indenture Trustee an Officers' Certificate (in a form provided by the Indenture Trustee) notifying the Indenture Trustee of such registration or termination and such other information as the Indenture Trustee may require at the time. The Corporation acknowledges that Computershare is relying upon the foregoing representation and covenants in order to meet certain U.S. Securities and Exchange Commission obligations with respect to those clients who are filing with the U.S. Securities and Exchange Commission.

6.17 To Disclose Third Party Interests

The Corporation hereby represents to the Indenture Trustee that any account to be opened by, or interest to held by the Indenture Trustee in connection with this Trust Indenture, for or to the credit of such party, either (i) is not intended to be used by or on behalf of any third party; or (ii) is intended to be used by or on behalf of a third party, in which case the Corporation hereto agrees to complete and execute forthwith a declaration in the Indenture Trustee's prescribed form as to the particulars of such third party.

ARTICLE 7
DEFAULT

7.01 Acceleration of Maturity

Upon the happening of any one or more of the following events ("Events of Default"), namely:

(k) if the Corporation defaults in the payment of the principal on any Debenture when the same becomes due and payable under any provision hereof or of the Debentures;

(l) if the Corporation defaults in the payment of any interest due on any Debenture and such default continues for a period of 30 days;

(m) if any material representation or warranty made by a Debtor is untrue, whether or not contained in this Trust Indenture or any Security Document;

(n) if a receiver, receiver and manager, receiver-manager, liquidator, trustee sequestrator or other officer with like powers is appointed in respect of all or any part of the Collateral;

(o) if any writ, attachment, execution, sequestration, extent, distress or any other similar process becomes enforceable against any Debtor or if a distress or any analogous process is levied against any of the Collateral and such process is not staved within 10 days or remains unsatisfied for a period of more than 10 days;

(p) if the holder of any other charge, encumbrance or lien on or claim against, or security interest in, any of the Collateral does anything to enforce or realize on that charge, encumbrance, lien, claim or security interest;

(q) if a decree or order of a court having jurisdiction is entered adjudging the Corporation or any other Debtors a bankrupt or insolvent under the *Bankruptcy and Insolvency Act* (Canada) or any other bankruptcy, insolvency or analogous laws, or ordering the winding-up or liquidation of its affairs;

(r) if a resolution is passed for the winding-up or liquidation of the Corporation or any other Debtors except in the course of carrying out or pursuant to a transaction with respect to which the conditions of Section 9.01 are duly observed and performed, or if proceedings are commenced or instituted against a Debtor, or the Corporation institutes proceedings to be adjudicated a bankrupt or insolvent, or consents to the institution of bankruptcy or insolvency proceedings against it under the *Bankruptcy and Insolvency Act* (Canada) or any other bankruptcy, insolvency or analogous laws or consents to the filing of any such petition, or the Corporation or any other Debtors makes a general assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due or takes corporate action in furtherance of any of the aforesaid purposes;

(s) if the Corporation or any other Debtors shall neglect to observe or perform any other covenant or term herein contained or in this Trust Indenture or any Security Document on its part to be observed or performed and, after notice in writing has been given by the Indenture Trustee to the Corporation and the relevant Debtor specifying such default and requiring the Corporation and the relevant Debtor to rectify the same (which said notice may be given by the Indenture Trustee upon receipt of a Debentureholders' Request), the Corporation or the relevant Debtor shall fail to make good such default within a period of 30 days;

(t) if any securities of the Corporation listed on a recognized stock exchange are delisted from such exchange for a period of 30 days (unless the securities of the Corporation are concurrently listed on another recognized stock exchange or on an over the counter market), or an order ceasing or suspending trading in Shares that continues for 30 days shall have been made by any securities regulatory authority having jurisdiction, or other exchange or quotation system on which the Shares may then be listed or quoted, except for any suspension of trading of limited duration solely to permit dissemination of material information regarding the Corporation; or

(u) if the Corporation fails to maintain a reserve of duly allotted and issued Shares that is at least equal to the number of shares which would be issuable as Interest Shares, and such failure shall continue for 15 days after the first date on which such reserve is no longer maintained;

(v) if an event of default as defined in any indenture or instrument evidencing, or under which, any indebtedness for money of any Debtor shall happen and be continuing and repayment of such indebtedness shall be accelerated, and such acceleration is not stayed, rescinded or annulled within 10 days of such acceleration, or if a Debtor fails, within 10 days after the maturity or extended maturity of any such indebtedness, to pay the same;

then in each and every such Event of Default, the Security Interest over the Collateral immediately becomes enforceable, and the Indenture Trustee shall upon receipt of a Debentureholders' Request, subject to the provisions of Section 7.04, by notice in writing to the Corporation (a "Default Declaration"), declare the principal of, Redemption Premium (if applicable) and interest on all Debentures then outstanding and all other moneys outstanding hereunder, to be due and payable and the same shall forthwith become immediately due and payable to the Indenture Trustee, anything therein or herein to the contrary notwithstanding, and the Corporation shall forthwith pay to the Indenture Trustee for the benefit of the Debentureholders the principal of, Redemption Premium (if applicable) and the accrued and unpaid interest, together with interest at the rate borne by the Debentures on such principal, Redemption Premium, interest, including such other moneys outstanding hereunder from the date of such Default Declaration until payment is received by the Indenture Trustee. Such payment when made shall be deemed to have been made in discharge of the Corporation's obligations hereunder and any moneys so received by the Indenture Trustee shall be applied in the manner provided in Section 7.07. For greater certainty, it is understood that any accrued and unpaid interest to be paid under this Article 7 will be paid in cash only and not by the issuance of Interest Shares.

7.02 Notice of Events of Default

If an Event of Default shall occur and be continuing, the Indenture Trustee shall, within 10 days after it receives written notice of such Event of Default or where the Indenture Trustee acts as paying agent, after non-payment of interest (in accordance with 5.01(c)) or principal or Redemption Premium (if applicable), give notice of such Event of Default to the Debentureholders in the manner provided in Section 11.02.

7.03 Waiver of Default

Upon the happening of any Event of Default hereunder, the Holders of not less than 66 2/3% of the principal amount of the Debentures then outstanding shall have the power (in addition to the powers exercisable by Extraordinary Resolution as hereinafter provided) by requisition in writing to instruct the Indenture Trustee to waive any Event of Default and to cancel any declaration made by the Indenture Trustee pursuant to Section 7.01 and the Indenture Trustee shall thereupon waive the Event of Default and cancel such declaration upon such terms and conditions as shall be prescribed in such requisition; and provided that no act or omission either of the Indenture Trustee or of the Debentureholders in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent Event of Default or the rights resulting therefrom.

7.04 Enforcement by the Indenture Trustee

(a) Subject to the provisions of Section 7.03 and to the provisions of any Extraordinary Resolution, if the Corporation shall fail to pay to the Indenture Trustee, forthwith after the same shall have been declared to be due and payable under Section 7.01, the principal, Redemption Premium and interest on all Debentures then outstanding, together with any other amounts due hereunder, the Indenture Trustee shall upon receipt of a Debentureholders' Request, and upon being indemnified and funded to its satisfaction, acting reasonably, against all costs, expenses and liabilities to be incurred, proceed in its name as Indenture Trustee hereunder to obtain or enforce payment of the said principal of, Redemption Premium and interest on all the Debentures then outstanding together with any other amounts due hereunder, and enforce the Security Interest under all or any of the Security Documents, by such proceedings authorized by this Trust Indenture, the Security Documents or by law or equity as the Indenture Trustee in such request shall have been directed to take, or if such request contains no such direction, shall by such proceedings authorized by this Indenture, Security Documents or by suit at law or in equity as the Indenture Trustee shall deem expedient.

(b) The Indenture Trustee shall be entitled and empowered, either in its own name or as trustee of an express trust, or as attorney-in-fact for the Debentureholders, or in any one or more of such capacities, to file such proof of debt, amendment of proof of debt, claim, petition or other document as may be necessary or advisable in order to have the claims of the Indenture Trustee and of the Holders allowed in any insolvency, bankruptcy, liquidation or other judicial proceedings relative to the Corporation or any of the Debtors or their creditors or relative to or affecting their property. The Indenture Trustee is hereby irrevocably appointed (and the successive respective Holders by taking and holding the same shall be conclusively deemed to have so appointed the Indenture Trustee) the true and lawful attorney-in-fact of the respective Holders with authority to make and file in the respective names of the Holders or on behalf of the Holders as a class, subject to deduction from any such claims of the amounts filed by any of the Holders themselves, any proof of debt, amendment of proof of debt, claim, petition or other document in any such proceedings and to receive payment of any sums becoming distributable on account thereof, and to execute any such acts and things for and on behalf of such Holders, as may be necessary or advisable in the opinion of the Indenture Trustee, in order to have the respective claims of the Indenture Trustee and of the Holders against the Debtors or their property allowed in any such proceeding, and to receive payment of or on account of such claims; provided, however, that nothing contained in this Indenture shall be deemed to give to the Indenture Trustee, unless so authorized by Extraordinary Resolution, any right to accept or consent to any plan or reorganization or otherwise by action of any character in such proceeding or waive or change in any way any right of the Debentureholders.

(c) The Indenture Trustee shall have power at any time and from time to time to institute and to maintain such suits and proceedings as it may be advised shall be necessary or advisable to preserve and protect its interests and the interests of the Debentureholders.

(d) All rights of action hereunder may be enforced by the Indenture Trustee without the possession of any of the Debentures or the production thereof on the trial or other proceedings relative thereto. Any such suit or proceeding instituted by the Indenture Trustee shall be brought in the name of the Indenture Trustee as trustee of an express trust, and any recovery of judgment shall be for the rateable benefit of the Holders subject to the provisions of this Indenture. In any proceeding brought by the Indenture Trustee (and also any proceeding in which a declaratory judgment of a court may be sought as to the interpretation or construction of any provision of this Indenture, to which the Indenture Trustee shall be a party) the Indenture Trustee shall be held to represent all the Holders of the Debentures, and it shall not be necessary to make any Holders party to any such proceeding.

7.05 No Suits by Debentureholders

No Holder shall have any right to institute any action, suit or proceeding at law or in equity for the purposes of enforcing payment of the principal of, Redemption Premium or interest on the Debentures or for the execution of any trust or power hereunder or for the appointment of a liquidator or receiver or receiver-manager for a receiving order under the *Bankruptcy and Insolvency Act* (Canada) or any other similar bankruptcy legislation or to have the Corporation wound up or to file or prove a claim in any liquidation or bankruptcy proceeding or for the enforcement of any of the Security Documents, for any other remedy hereunder or under any Security Document, unless (i) such Holder shall previously have given to the Indenture Trustee written notice of the happening of an Event of Default hereunder; (ii) the Debentureholders by Extraordinary Resolution or by Debentureholders' Request shall have made a request to the Indenture Trustee and the Indenture Trustee shall have been afforded reasonable opportunity either itself to proceed to exercise the powers hereinbefore granted or to institute an action, suit or proceeding in its name for such purpose; (iii) the Debentureholders or any of them shall have furnished to the Indenture Trustee, when so requested by the Indenture Trustee, sufficient funds and security and indemnity satisfactory to it, acting reasonably, against the costs, expenses and liabilities to be incurred therein or thereby; and (iv) the Indenture Trustee shall have failed to act within a reasonable time after such notification, request and offer of indemnity and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Indenture Trustee, to be conditions precedent to any such proceedings.

7.06 Application of Moneys by Indenture Trustee

Except as herein otherwise expressly provided, any money received by the Indenture Trustee from the Corporation pursuant to the foregoing provisions of this Article, or as a result of legal or other proceedings or from any trustee in bankruptcy or liquidator of the Corporation, or arising from or in connection with a Security Document, shall be applied, together with any other moneys in the hands of the Indenture Trustee available for such purpose, as follows:

(a) firstly, to pay all liens, security interests and other encumbrances (if any) on the Collateral ranking or capable of ranking in priority to the Security Interests under the Security Documents;

(b) secondly, in payment or in reimbursement of the Indenture Trustee of its compensation, costs, charges, expenses, borrowings, advances or other moneys furnished or provided by or at the instance of the Indenture Trustee in or about the execution of its trusts under, or otherwise in relation to, this Trust Indenture and the Security Documents with interest thereon as herein provided, including without limitation the appointment of the Receiver and the exercise by the Receiver of all or any of its rights under this Indenture, including the Receiver's reasonable remuneration and all outgoings properly payable by the Receiver;

(c) thirdly, but subject as hereinafter in this Section 7.06 provided, in payment, rateably and proportionately to the Debentureholders, of:

(i) the accrued and unpaid interest and interest on amounts in default on the Debentures which shall then be outstanding, and then

(ii) the Redemption Premium on the Debentures which shall then be outstanding; and then

(iii) the principal on the Debentures which shall then be outstanding

in the priority of accrued and unpaid interest first, then the Redemption Premium and then principal unless otherwise directed by Extraordinary Resolution and in that case in such order or priority as between interest, Redemption Premium and principal as may be directed by such resolution;

(d) fourthly, to pay the amount owing on any mortgages, charges, liens, security interests and other encumbrances over the Collateral ranking junior to the Security Interest in favour of the Indenture Trustee on the Collateral; and

(e) fifthly, in payment of the surplus, if any, of such moneys to the Corporation, the other Debtors or their assigns, as applicable;

provided however, that no payment shall be made pursuant to clause (c) above with respect to the principal, Redemption Premium or interest of any Debenture held, directly or indirectly, by or for the benefit of the Corporation or any Subsidiary (other than any Debenture pledged or deposited for value and in good faith to a Person other than the Corporation or any of its Subsidiary but only to the extent of such Person's interest therein) except subject to the prior payment in full of the principal, Redemption Premium and interest of all Debentures which are not so held.

7.07 Distribution of Proceeds

Payments to Debentureholders pursuant to Subsection 7.06(c) shall be made as follows:

(a) at least 15 days notice of every such payment shall be given in the manner provided in Section 11.02 specifying the time when and the place or places where the Debentures are to be presented and the amount of the payment and the application thereof as between principal, Redemption Premium and interest;

(b) payment of each Debenture shall be made upon presentation thereof at any one of the places specified in such notice and any such Debenture thereby paid in full shall be surrendered, otherwise a memorandum of such payment shall be endorsed thereon; but the Indenture Trustee dispense with presentation and surrender for endorsement in any special case upon such indemnity being given as it shall deem sufficient;

(c) from and after the date of payment specified in the notice, interest shall accrue only on the amount owing on each Debenture after giving credit for the amount of the payment specified in such notice unless the Debenture with respect to which such amount is owing be duly presented on or after the date so specified and payment of such amount be not made; and

(d) the Indenture Trustee shall not be bound to apply or make any partial or interim payment of any moneys coming into its hands if the amount so received by it, after reserving thereout such amount as the Indenture Trustee may think necessary to provide for the payments mentioned in Subsections 7.06(a) and 7.06(b), is insufficient to make a distribution of at least 5% of the aggregate principal amount of the outstanding Debentures, but it may retain the money so received by it and invest or deposit the same as provided in Section 12.09 until the money or the investments representing the same, with the income derived therefrom, together with any other moneys for the time being under its control shall be sufficient for the said purpose or until it shall consider it advisable to apply the same in the manner hereinbefore set forth. The foregoing shall not, however, apply to a final payment in distribution hereunder.

7.08 Remedies Cumulative

No remedy herein conferred upon or reserved to the Indenture Trustee, or upon or to the Debentureholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under any Security Document or now existing or hereafter to exist by law or by statute.

7.09 Judgment Against the Corporation

The Corporation covenants and agrees with the Indenture Trustee that in case of any judicial or other proceedings to enforce the rights of the Debentureholders, judgment may be rendered against it in favour of the Debentureholders or in favour of the Indenture Trustee, as trustee for the Debentureholders for any amount which may be proved to remain due with respect to the Debentures and the interest thereon and any other moneys owing hereunder.

7.10 Immunity of Debentureholders and Others

The Debentureholders and the Indenture Trustee hereby waive and release any right, cause of action or remedy now or hereafter existing in any jurisdiction against any past, present or future Shareholder of the Corporation or of any successor entity for the payment of the principal of, Redemption Premium or interest on, any of the Debentures or on any covenant, agreement, representation or warranty by the Corporation herein or in the Debentures contained.

7.11 Indenture Trustee Appointed Attorney

The Corporation hereby irrevocably appoint the Indenture Trustee to be the attorney of the Corporation in the name and on behalf of the Corporation to execute any instruments and do any acts and things which the Corporation ought to execute and do and have not executed or done, under the covenants and provisions contained in this Trust Indenture and generally to use the name of the Corporation in the exercise of all or any of the powers hereby conferred on the Indenture Trustee with full powers of substitution and revocation.

ARTICLE 8
SATISFACTION AND DISCHARGE

8.01 Cancellation and Destruction of Debentures

All Debentures shall forthwith after payment in full thereof be cancelled by the Indenture Trustee. All Debentures cancelled or required to be cancelled under this or any other provision of this Trust Indenture shall be destroyed by the Indenture Trustee and if requested by the Corporation in writing the Indenture Trustee shall furnish to it a destruction certificate setting out the designating numbers of the Debentures so destroyed.

8.02 Non-Presentation of Debentures

In case the Holder of any Debenture shall fail to present the same to the Indenture Trustee for payment on the date on which the principal thereof and the unpaid and accrued interest thereon or represented thereby becomes payable either at maturity or otherwise, or the Holder shall not accept payment on account thereof and give such receipt therefor, if any, as the Indenture Trustee may require, then, except as otherwise herein expressly provided:

(a) the Corporation shall be entitled to direct the Indenture Trustee to set aside any money that the Corporation has paid to the Indenture Trustee for such purpose;

(b) with respect to moneys in the hands of the Indenture Trustee which may or should be applied to the payment of the Debentures, the Corporation shall be entitled to direct the Indenture Trustee to set aside; or

(c) if the redemption was pursuant to notice given by the Indenture Trustee, the Indenture Trustee may itself set aside;

the principal, Redemption Premium and the interest, as the case may be, in trust to be paid to the Holder of such Debenture upon due presentation or surrender thereof in accordance with the provisions of this Indenture; and thereupon the principal moneys, Redemption Premium and the interest payable on or represented by each Debenture with respect to which such moneys have been set aside shall be deemed to have been paid and the Holder shall thereafter have no right with respect thereto except that of receiving payment of the moneys so set aside by the Indenture Trustee upon due presentation and surrender thereof, subject always to the provisions of Section 8.03. In the event of non-presentation of Debentures to the Indenture Trustee for payment of interest thereon at redemption or on maturity, the Holder shall be deemed to have waived his rights to receive interest on the Debentures payable in Shares.

8.03 Repayment of Unclaimed Moneys

Any moneys set aside under Section 8.02 and not claimed by and paid to Debentureholders as provided in Section 8.02 within six years after the date of such setting aside shall be repaid to the Corporation by the Indenture Trustee without demand and thereupon the Indenture Trustee shall be released from all further liability with respect to such moneys and thereafter the Holders of the Debentures with respect to which such moneys were so repaid to the Corporation shall have no rights with respect thereto except to obtain payment of the moneys due thereon from the Corporation.

8.04 Discharge

The Indenture Trustee shall at the request and expense of the Corporation release and discharge this Trust Indenture and execute and deliver such instruments as it shall be advised by Counsel are requisite for that purpose and to release the Corporation from its covenants herein contained (other than the provisions relating to the indemnification of the Indenture Trustee) upon proof being given to the satisfaction of the Indenture Trustee, acting reasonably, that the principal of, Redemption Premium and interest (including interest on amounts in default, if any) on all the Debentures and all other moneys payable hereunder has been paid or satisfied or that, all the Debentures having matured, payment of the principal of and interest (including interest on amounts in default, if any) on such Debentures and on all other moneys payable hereunder, including the payment of the Indenture Trustee's remuneration, has been duly and effectually provided for, including through the issuance of Interest Shares.

ARTICLE 9
SUCCESSOR ENTITIES

9.01 Certain Requirements

The Corporation shall not, directly or indirectly, sell, lease, transfer or otherwise dispose of all or substantially all of its property and assets as an entirety to any other entity, and shall not amalgamate or merge with or into or enter into an arrangement with any other entity (any such other entity being herein referred to as a "Successor Entity") unless:

(a) the Successor Entity shall execute, prior to or contemporaneously with the consummation of any such transaction, an indenture supplemental hereto together with such other instruments as are satisfactory to the Indenture Trustee and in the opinion of Counsel are necessary or advisable to evidence the assumption by the Successor Entity of the due and punctual payment of all the Debentures, the interest thereon and all other moneys payable or Shares issuable hereunder and the covenant of the Successor Entity to pay the same and its agreement to observe and perform all the covenants and obligations of the Corporation under this Trust Indenture;

(b) such transaction shall, to the satisfaction of the Indenture Trustee relying on the opinion of legal counsel, be upon such terms as to preserve and not impair any of the rights or powers of the Indenture Trustee and the Debentureholders hereunder and upon terms as are in no way prejudicial to the interests of the Debentureholders;

(c) no condition or event shall exist as to the Corporation or the Successor Entity either at the time or immediately after the consummation of any such transaction and after giving full effect thereto or immediately after the Successor Entity complying with the provisions of Subsection 9.01(a) which constitutes or would constitute, after notice or lapse of time or both, an Event of Default; and

(d) such Successor Entity is incorporated or formed, as applicable, under the laws of Canada or one of its provinces.

9.02 Vesting of Powers in Successor

Whenever the conditions of Section 9.01 have been duly observed and performed, the Successor Entity shall possess and from time to time may exercise each and every right and power of the Corporation under this Trust Indenture in the name of the Corporation or otherwise and any act or proceeding by any provision of this Trust Indenture required to be done or performed by any Directors or Officers may be done and performed with like force and effect by the trustees, directors or officers, as applicable, of the Successor Entity.

ARTICLE 10
MEETINGS OF DEBENTUREHOLDERS

10.01 Right to Convene Meeting

The Indenture Trustee or the Corporation may at any time and from time to time and the Indenture Trustee shall on receipt of a request of the Corporation or a Debentureholders' Request and upon being indemnified and funded to its satisfaction, acting reasonably, by the Corporation or by the Debentureholders signing such request against the costs which may be incurred in connection with the calling and holding of such meeting, convene a meeting of the Debentureholders. In the event of the Indenture Trustee failing within 30 days after receipt of any such request and such indemnity and funding to give notice convening a meeting, the Corporation or such Debentureholders, as the case may be, may convene such meeting. Every such meeting shall be held in the City of Vancouver, British Columbia, Canada or at such other place as may be approved or determined by the Indenture Trustee considering the convenience of the Corporation and the Debentureholders.

10.02 Notice of Meetings

At least 14 days notice of any meeting shall be given to the Debentureholders by the Corporation or the Indenture Trustee, as the case may be, in the manner provided in Section 11.02 and a copy thereof shall be sent by post to the Indenture Trustee, unless the meeting has been called by it. Such notice shall state the time when, and the place where, the meeting is to be held and shall state briefly the general nature of the business to be transacted thereat, but it shall not be necessary for any such notice to set out the terms of any resolution to be proposed or any of the provisions of this Article. The accidental omission to give notice of a meeting to any Holder of Debentures shall not invalidate any resolution passed at any such meeting. At least 14 days notice of any meeting called by the Indenture Trustee upon a Debentureholders' Request shall be given to the Corporation in the manner provided in Section 11.02.

10.03 Chairman

Some person, who need not be a Debentureholder, nominated by the Indenture Trustee shall be chairman of the meeting and if no person is so nominated, or if the person so nominated is not present within 15 minutes from the time fixed for the holding of the meeting, the Debentureholders present in person or by proxy shall choose some person present to be chairman.

10.04 Quorum

Subject to the provisions of Section 10.12, at any meeting of the Debentureholders a quorum shall consist of two Debentureholders present in person or represented by proxy and representing at least 10% of the principal amount of the outstanding Debentures. If a quorum of the Debentureholders shall not be present within 30 minutes from the time fixed for holding any meeting, the meeting, if summoned by the Debentureholders or pursuant to a Debentureholders' Request, shall be dissolved; but in any other case the meeting shall be adjourned to the same day in the next week (unless such day is not a Business Day in which case it shall be adjourned to the first Business Day thereafter) at the same time and place and no notice shall be required to be given with respect to such adjourned meeting. At the adjourned meeting the Debentureholders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened notwithstanding that they may not represent 10% of the principal amount of the outstanding Debentures. Any business may be brought before or dealt with at an adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same. No business shall be transacted at any meeting unless the required quorum is present at the commencement of business.

10.05 Power to Adjourn

The chairman of any meeting at which a quorum of the Debentureholders is present may, with the consent of the Holders of a majority in principal amount of the Debentures represented thereat, adjourn any such meeting and no notice of such adjournment need be given except such notice, if any, as the meeting may prescribe.

10.06 Show of Hands

Every question submitted to a meeting shall, subject to Section 10.07, be decided in the first place by a majority of the votes given on a show of hands. At any such meeting, unless a poll is duly demanded as herein provided, a declaration by the chairman that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of that fact. The chairman of any meeting shall be entitled, both on a show of hands and on a poll, to vote with respect to the Debentures, if any, held by him.

10.07 Poll

On every Extraordinary Resolution, and on any other question submitted to a meeting, when demanded by the chairman or by one or more Debentureholders or proxies for Debentureholders, a poll shall be taken in such manner and either at once or after an adjournment as the chairman shall direct. Questions other than Extraordinary Resolutions shall, if a poll be taken, be decided by the votes of the Holders of a majority in principal amount of the Debentures represented at the meeting and voted on the poll.

10.07 Voting

On a show of hands every person who is present and entitled to vote, whether as a Debentureholder or as proxy for one or more Debentureholders or both, shall have one vote. On a poll each Debentureholder present in person or represented by a proxy duly appointed by an instrument in writing shall be entitled to one vote with respect to each $1,000 principal amount of Debentures of which he shall then be the Holder. A proxy need not be a Debentureholder. In the case of joint registered Holders, any one of them present in person or by proxy at the meeting may vote in the absence of the other or others; but in case more than one of them is present in person or by proxy, they shall vote together with respect to the Debentures of which they are joint registered Holders.

10.09 Regulations

The Indenture Trustee, or the Corporation with the approval of the Indenture Trustee, may from time to time make and from time to time vary or revoke such regulations as it shall from time to time think fit, acting reasonably, providing for and governing:

(a) the form of the instrument appointing a proxy, which shall be in writing, and the manner in which the same shall be executed and for the production of the authority of any person signing on behalf of a Debentureholder;

(b) the deposit of instruments appointing proxies at such place as the Indenture Trustee, the Corporation or the Debentureholder convening the meeting as the case may be, may, in the notice convening the meeting direct, and the time, if any, before the holding of the meeting or any adjournment thereof by which the same shall be deposited;

(c) the deposit of instruments appointing proxies at some approved place or places other than the place at which the meeting is to be held and enabling particulars of such instruments appointing proxies to be mailed, or sent by facsimile before the meeting to the Corporation or to the Indenture Trustee at the place where the same is to be held and for the voting of proxies so deposited as though the instruments themselves were produced at the meeting; and

(d) generally for the calling of meetings of Debentureholders and the conduct of business thereat.

Any regulations as made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Save as such regulations may provide, the only persons who shall be recognized at any meeting as the Holders of any Debentures, or as entitled to vote or be present at the meeting with respect thereto, shall be Debentureholders and persons whom Debentureholders have by instrument in writing duly appointed as their proxies.

10.10 Persons Entitled to Attend at Meetings

The Corporation and the Indenture Trustee (by their respective employees, officers, directors and trustees, as applicable) and the legal advisors of the Corporation, the Indenture Trustee, and any Debentureholder may attend any meeting of the

Debentureholders and make presentations thereat, but, other than the Debentureholders, shall have no vote as such.

10.11 Powers Exercisable by Extraordinary Resolution

In addition to the powers conferred upon them by any other provisions of this Trust Indenture or by law, a meeting of the Debentureholders shall have the following powers exercisable from time to time by Extraordinary Resolution:

(a) power to sanction any modification, abrogation, alteration, compromise or arrangement of the rights of the Debentureholders or the Indenture Trustee (subject to the consent of the Indenture Trustee in the case of rights of the Indenture Trustee) against the Corporation, any other Debtors, or against their property, whether such rights arise under this Trust Indenture, the Debentures, a Security Document or otherwise;

(b) power to assent to any modification of or change in or addition to or omission from the provisions contained in this Trust Indenture, any Debenture or any Security Document which shall be agreed to by the Corporation and the other Debtors and to authorize the Indenture Trustee to concur in and execute any indenture supplemental hereto embodying any modification, change, addition or omission;

(c) power to sanction any scheme for the reconstruction or reorganization of the Corporation or any other Debtors or for the consolidation, amalgamation or merger of the Corporation or any other Debtors with any other entity or for the sale, leasing, transfer or other disposition of the undertaking, property and assets of the Corporation or any other Debtor or any part thereof, provided that no such sanction shall be necessary with respect to any such transaction if the provisions of Section 9.01 shall have been complied with;

(d) power to direct or authorize the Indenture Trustee to exercise any power, right, remedy or authority given to it by this Trust Indenture or any Security Document in any manner specified in any such Extraordinary Resolution or to refrain from exercising any such power, right, remedy or authority;

(e) power to waive and direct the Indenture Trustee to waive any default hereunder or cancel any declaration made by the Indenture Trustee pursuant to Section 7.01 either unconditionally or upon any condition specified in such Extraordinary Resolution;

(f) power to restrain any Debentureholder from taking or instituting any suit, action or proceeding for the purpose of enforcing payment of the principal of, Redemption Premium or interest on the Debentures, or for the execution of any trust or power hereunder;

(g) power to direct any Debentureholder who, as such, has brought any action, suit or proceeding to stay or discontinue or otherwise deal with the same upon payment, if the taking of such suit, action or proceeding shall have been permitted by Section 7.05, of the costs, charges and expenses reasonably and properly incurred by such Debentureholder in connection therewith;

(h) power to assent to any compromise or arrangement with any creditor or creditors or any class or classes of creditors, whether secured or otherwise, and with holders of any other securities of the Corporation;

(i) power to appoint a committee with power and authority (subject to such limitations, if any, as may be prescribed in such Extraordinary Resolution) to exercise, and to direct the Indenture Trustee to exercise, on behalf of the Debentureholders, such of the powers of the Debentureholders as are exercisable by extraordinary or other resolution as shall be included in the resolution appointing the committee. The Extraordinary Resolution making such appointment may provide for payment of the expenses and disbursements of and compensation to such committee. Such committee shall consist of such number of persons as shall be prescribed in the resolution appointing it and the members need not be themselves Debentureholders. Every such committee may elect its chairman and may make regulations respecting its quorum, the calling of its meetings, the filing of vacancies occurring in its number and its procedure generally. Such regulations may provide that the committee may act at a meeting at which a quorum is present or may act by minutes signed by the number of members thereof necessary to constitute a quorum. All acts of any such committee within the authority delegated to it shall be binding upon all Debentureholders. Neither the committee nor any member thereof shall be liable for any loss arising from or in connection with any action taken or omitted to be taken by them in good faith;

(j) power to authorize the distribution in specie of any shares, bonds, debentures or other securities or obligations or cash or other consideration received hereunder or the use or disposal of the whole or any part of such shares, bonds, debentures or other securities or obligations or cash or other consideration in such manner and for such purpose as may be deemed advisable and specified in such Extraordinary Resolution;

(k) power to remove the Indenture Trustee from office and to appoint a new indenture trustee or indenture trustees;

(l) power to sanction the exchange of the Debentures for or the conversion thereof into Shares, bonds, debentures or other securities or obligations of the Corporation or of any entity formed or to be formed;

(m) power, notwithstanding Section 7.05, to authorize the Corporation and the Indenture Trustee to grant extensions of time for payment of interest on any of the Debentures whether or not the interest the payment with respect to which is extended is at the time due or overdue; and

(n) power to amend, alter or repeal any Extraordinary Resolution previously passed or sanctioned by the Debentureholders or by any committee appointed pursuant to Subsection 10.11(i).

10.12 Meaning of "**Extraordinary Resolution**"

(a) The expression "**Extraordinary Resolution**" when used in this Trust Indenture means, subject as hereinafter in this Article provided, a resolution proposed to be passed as an Extraordinary Resolution at a meeting of Debentureholders (including an adjourned meeting) or the consent resolutions in lieu of that meeting, duly convened for the purpose and held in accordance with the provisions of this Article at which the Holders of more than 50% in principal amount of the Debentures then outstanding are present in person or by proxy and passed by the favorable votes of the Holders of not less than 66 2/3% of the principal amount of Debentures represented at the meeting and voted on a poll upon such resolution.

(b) If, at any such meeting, the Holders of more than 50% in principal amount of the Debentures outstanding are not present in person or by proxy within 30 minutes after the time appointed for the meeting, then the meeting, if convened by or on the requisition of Debentureholders shall be dissolved; but in any other case it shall stand adjourned to such date, being not less than 14 nor more than 30 days later, and to such place and time, all as may be appointed by the chairman. Not less than 10 days notice shall be given of the time and place of such adjourned meeting in the manner provided in Section 11.02. Such notice shall state that at the adjourned meeting the Debentureholders present in person or by proxy shall form a quorum but it shall not be necessary to set forth the purposes for which the meeting was originally called or any other particulars. At the adjourned meeting the Debentureholders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened and a resolution proposed at such adjourned meeting and passed by the requisite vote as provided in Subsection 10.12(a) shall be an Extraordinary Resolution within the meaning of this Trust Indenture, notwithstanding that the Holders of more than 50% in principal amount of the Debentures then outstanding are not present in person or by proxy at such adjourned meeting.

(c) Votes on an Extraordinary Resolution shall always be given on a poll and no demand for a poll on an Extraordinary Resolution shall be necessary.

10.13 Powers Cumulative

It is hereby declared and agreed that any one or more of the powers of this Trust Indenture stated to be exercisable by the Debentureholders by Extraordinary Resolution or otherwise may be exercised from time to time and the exercise of any one or more of such powers from time to time shall not be deemed to exhaust the rights of the Debentureholders to exercise the same or any other such power or powers thereafter from time to time.

10.14 Minutes

Minutes of all resolutions and proceedings at every meeting as aforesaid shall be made and duly entered in books to be from time to time provided for that purpose at the expense of the Corporation, and any such minutes as aforesaid, if signed by the chairman of the meeting at which such resolutions were passed or proceedings had, or by the chairman of the next succeeding meeting of the Debentureholders, shall be prima facie evidence of the matter therein stated and, until the contrary is proved, every such meeting, with respect to the proceedings of which minutes shall have been made, shall be deemed to have been duly held and convened, and all resolutions passed thereat or proceedings taken thereat to have been duly passed and taken.

10.15 Instrument in Writing

All actions which may be taken and all powers that may be exercised by the Debentureholders at a meeting held as hereinbefore in this Article provided may also be taken and exercised by the Holders of 66 2/3% of the principal amount of all the outstanding Debentures, by an instrument in writing signed in one or more counterparts and the expression "Extraordinary Resolution" when used in this Trust Indenture shall include an instrument so signed.

10.16 Binding Effect of Resolutions

Every resolution and every Extraordinary Resolution passed in accordance with the provisions of this Article at a meeting of Debentureholders shall be binding upon all the Debentureholders whether present at or absent from such meeting, and every instrument in writing signed by Debentureholders in accordance with Section 10.15 shall be binding upon all the Debentureholders, whether signatories thereto or not, and each and every Debentureholder and the Indenture Trustee (subject to the provisions for its indemnity herein contained) shall be bound to give effect accordingly to every such resolution, Extraordinary Resolution and instrument in writing.

10.17 Evidence of Rights of Debentureholders

(a) Any request, direction, notice, consent or other instrument which this Trust Indenture may require or permit to be signed or executed by such Debentureholders may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Debentureholders in person or by attorney duly appointed in writing. Proof of the execution of any such request or other instrument or of a writing appointing any such attorney or (subject to the provisions of this Article with regard to voting at meetings of Debentureholders) of the holding by any person of Debentures shall be sufficient for any purpose of this Trust Indenture if made in the following manner, namely, the fact and date of execution by any person of such request or other instrument or writing may be proved by the certificate of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded at the place where such certificate is made that the person signing such request or other instrument in writing acknowledged to him the execution thereof or by affidavit of a witness of such execution or in any other manner which the Indenture Trustee may consider adequate.

(b) The Indenture Trustee may, nevertheless, in its discretion require further proof in cases where it deems further proof desirable or may accept such other proof as it shall consider proper.

ARTICLE 11
NOTICES

11.01 Notice to Corporation

Any notice to the Corporation under the provisions of this Trust Indenture shall be valid and effective, subject to Section 11.04, if hand delivered, or given by mail, postage prepaid, addressed to the Corporation at:

847 Hamilton Street, Vancouver, British Columbia, V6B 2R7,
facsimile no. 604.707-0378,
Attention: President;

and shall be deemed to have been effectively given, at the time of delivery if hand delivered, on the third Business Day after mailing or if sent by facsimile, when transmitted (with receipt confirmed). For any notices sent by facsimile the original will be subsequently delivered or mailed postage prepaid. The Corporation may from time to time notify the Indenture Trustee in writing of a change of address which thereafter, until changed by like notice, shall be the address of the Corporation for all purposes of this Trust Indenture.

11.02 Notice to Debentureholders

(a) All notices to be given hereunder with respect to the Debentures shall be deemed to be validly given to the Holders, subject to Section 11.04, if sent by mail, postage prepaid, by letter or circular addressed to such Holders at their post office addresses appearing in the registers hereinbefore mentioned and shall be deemed to have been given on the fifth Business Day after mailing. In addition to the foregoing, all notices to a Debentureholder who is registered as owning 25% or more of the Debentures outstanding at the time of giving notice shall be given notice by delivery to an address in Canada designated by such Holder as a notice address. Accidental error or omission in giving notice or accidental failure to mail notice to any Debentureholder or the inability of the Corporation to give or mail any notice due to anything beyond the reasonable control of the Corporation shall not invalidate any action or proceeding founded thereon.

(b) All notices with respect to any Debenture may be given to whichever one of the Holders thereof (if more than one) is named first in the registers hereinbefore mentioned unless otherwise directed by such joint holders, and any notice so given shall be sufficient notice to all Holders of and persons interested in such Debenture.

11.03 Notice to Indenture Trustee

Any notice to the Indenture Trustee under the provisions of this Trust Indenture shall be valid and effective, subject to section 11.04 (Mail Service Interruption), if given by mail, postage prepaid, addressed to the Indenture Trustee at its principal office in the City of Vancouver, British Columbia, Canada, Attention: Corporate Trust Department, 3rd Floor, 510 Burrard Street, Vancouver, British Columbia V6C 3B9, facsimile no. (604) 661-9403 and shall be deemed to have been effectively given on the fifth Business Day after mailing or if sent by facsimile, when transmitted (with receipt confirmed). For any notices sent by facsimile the original will be subsequently delivered or mailed postage prepaid. The Indenture Trustee may from time to time notify the Corporation in writing of a change of address which thereafter, until changed by like notice, shall be the address of the Indenture Trustee for all purposes of this Trust Indenture.

11.04 Mail Service Interruption

(a) If by reason of any interruption of mail service, actual or threatened, any notice to be given to the Debentureholders, the Indenture Trustee or the Corporation would be unlikely to reach its destination in the ordinary course of mail, such notice shall be valid and effective only if:

A. in the case of the Indenture Trustee or the Corporation, delivered to an officer of the party to which it is addressed or if sent to such party, at the appropriate address in accordance with section 11.01 and 11.03, by cable, telegram, facsimile or other means of prepaid transmitted or recorded communication; and

B. in the case of Debentureholders, if disseminated by news release and if published once (A) in the national edition of The Globe & Mail; and (B) in such other place or places and manner, if any, as the Indenture Trustee may reasonably require.

(b) Any notice given to Debentureholders by publication shall be deemed to have been given on the last day on which publication shall have been effected in all of the cities in which publication is required pursuant to 11.04(a).

ARTICLE 12
CONCERNING THE INDENTURE TRUSTEE

12.01 No Conflict of Interest

The Indenture Trustee represents to the Corporation that at the date of execution and delivery by it of this Trust Indenture there exists no material conflict of interest in the role of the Indenture Trustee as a fiduciary hereunder but if, notwithstanding the provisions of this Section 12.01, such a material conflict of interest exists, the validity and enforceability of this Trust Indenture, and the Debentures issued hereunder and the Security Documents shall not be affected in any manner whatsoever by reason only that such material conflict of interest exists but the Indenture Trustee shall, within 60 days after ascertaining that it has a material conflict of interest, either eliminate such material conflict of interest or resign in the manner and with the effect specified in Section 12.02.

12.02 Replacement of Indenture Trustee

(a) The Indenture Trustee may resign its trust and be discharged from all further duties and liabilities hereunder by giving to the Corporation 60 days notice in writing or such shorter notice as the Corporation may accept as sufficient. If at any time a material conflict of interest exists in the Indenture Trustee's role as a fiduciary hereunder the Indenture Trustee shall, within 60 days after ascertaining that such a material conflict of interest exists, either eliminate such material conflict of interest or resign in the manner and with the effect specified in this Section. The validity and enforceability of this Trust Indenture and of the Debentures issued hereunder and of the Security Documents shall not be affected in any manner whatsoever by reason only that such material conflict of interest exists. In the event of the Indenture Trustee resigning or being removed or being dissolved, becoming bankrupt, going into liquidation or otherwise becoming incapable of acting hereunder, the Corporation shall forthwith appoint a new Indenture Trustee unless a new Indenture Trustee has already been appointed by the Debentureholders; failing such appointment by the Corporation, the retiring Indenture Trustee or any Debentureholder may apply to a Justice of the Supreme

Court of British Columbia, on such notice as such Justice may direct, for the appointment of a new Indenture Trustee; but any new Indenture Trustee so appointed by the Corporation or by the Court shall be subject to removal as herein provided by the Debentureholders. Any new Indenture Trustee appointed under any provision of this Section shall be a corporation authorized to carry on the business of a trust company in the Province of British Columbia. On any new appointment the new Indenture Trustee shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as Indenture Trustee and the Indenture Trustee shall assign, transfer and otherwise convey all rights and interests under the Security Documents to the new Indenture Trustee.

(b) Any company into which the Indenture Trustee may be merged or with which it may be consolidated or amalgamated or any company resulting from any merger, consolidation or amalgamation to which the Indenture Trustee shall be a party, shall be the successor trustee under this Trust Indenture without the execution of any instrument or any further act. Nevertheless, upon the written request of the successor Indenture Trustee or of the Corporation, the Indenture Trustee ceasing to act shall, at the expense of the Corporation, execute and deliver an instrument assigning and transferring to such successor Indenture Trustee, upon the trusts herein expressed, all the rights, powers and trusts of the Indenture Trustee so ceasing to act, and shall duly assign, transfer and deliver all property and money including any rights and interests under the Security Documents held by such Indenture Trustee to the successor Indenture Trustee so appointed in its place. Should any deed, conveyance or instrument in writing from the Corporation be required by any new Indenture Trustee for more fully and certainly vesting in and confirming to it such estates, properties, rights, powers and trusts, then any and all such deeds, conveyances and instruments in writing shall on request of said new Indenture Trustee, be made, executed, acknowledged and delivered by the Corporation.

12.03 Duties of Indenture Trustee

In the exercise of the rights, duties and obligations prescribed or conferred by the terms of this Indenture or any Security Document, the Indenture Trustee shall exercise that degree of care, diligence and skill that a reasonably prudent trustee would exercise in comparable circumstances. All actions taken hereunder by the Indenture Trustee on behalf of the Debentureholders shall be deemed for all purposes to be for the benefit of all Debentureholders.

12.04 Reliance upon Declarations

The Indenture Trustee may act and rely and shall be protected in acting and relying upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, letter, telegram, cable, facsimile or other paper or electronic document believed by it to be genuine and to have been signed, sent or presented by or on behalf of the proper party or parties.

12.05 Evidence and Authority to Indenture Trustee

(a) The Corporation shall furnish or caused to be furnished to the Indenture Trustee evidence of compliance with the conditions precedent provided for in this Indenture or any Security Document relating to any action or step required or permitted to be taken by the Corporation or any other Debtors or the Indenture Trustee under this Trust Indenture or any Security Document or as a result of any obligation imposed under this Indenture, including without limitation, the certification and delivery of Debentures hereunder, the satisfaction and discharge of this Indenture and the taking of any other action to be taken by the Indenture Trustee at the request of or on the application of the Corporation, forthwith if and when (i) such evidence is required by any other Section of this Trust Indenture or any Security Document to be furnished by the Indenture Trustee in accordance with the terms of this Section 12.05, or (ii) the Indenture Trustee, in the exercise of its rights and duties under this Indenture, gives the Corporation written notice requiring it to furnish such evidence in relation to any particular action or obligation specified in such notice.

(b) Such evidence shall consist of:

A. a Certificate of the Corporation stating that any such condition precedent has been complied with in accordance with the terms of this Trust Indenture or any Security Document, as applicable:

B. in the case of a condition precedent compliance with which is, by the terms of this Trust Indenture or any Security Document, made subject to review or examination by a solicitor, an opinion of Counsel that such condition precedent has been complied with in accordance with the terms of this Indenture; and

C. in the case of any such condition precedent compliance with which is subject to review or examination by auditors or accountants, an opinion or report of the auditors of the Corporation whom the Indenture Trustee for such purposes hereby approves, that such condition precedent has been complied with in accordance with the terms of this Trust Indenture or any Security Document, as applicable.

(c) Whenever such evidence relates to a matter other than the certification and delivery of Debentures and the satisfaction and discharge of this Indenture and except as otherwise specifically provided herein, such evidence may consist of a report or opinion of any solicitor, auditor, accountant, engineer or appraiser or any other person whose qualifications give authority to a statement made by him, provided that if such report or opinion is furnished by a Director, Officer or employee of the Corporation it shall be in the form of a statutory declaration. Such evidence shall be, so far as appropriate, in accordance with the immediately preceding paragraph of this Section 12.05.

(d) Each statutory declaration, certificate, opinion or report with respect to compliance with a condition precedent provided for in this Indenture shall include: (i) a statement by the person giving the evidence that he has read and is familiar with those provisions of this Indenture relating to the condition precedent in question, (ii) a brief statement of the nature and scope of the examination or investigation upon which the statements or opinions contained in such evidence are based, (iii) a statement that in the belief of the person giving such evidence, he has made such examination or investigation as is necessary to enable him to make the statements or give the opinions contained or expressed therein, and (iv) a statement whether in the opinion of such person the conditions precedent in question have been complied with or satisfied.

(e) The Corporation shall furnish to the Indenture Trustee annually within 30 days of the anniversary of the date of the Initial Date of Closing, and at any other reasonable time if the Indenture Trustee so requires, its certificate that the Corporation has complied with all covenants, conditions and other requirements contained in this Indenture, the non-compliance with which would, with the giving of notice or the lapse of time, or both, or otherwise, constitute an Event of Default, or if such is not the case, specifying the covenant, condition or other requirement which has not been complied with and giving particulars of such non-compliance. The Corporation shall, whenever the Indenture Trustee so requires, furnish the Indenture Trustee with evidence by way of statutory declaration, opinion, report or certificate as specified by the Indenture Trustee as to any action or step required or permitted to be taken by the Corporation or as a result of any obligation imposed by this Trust Indenture or any Security Document.

12.06 Certificate of the Corporation as Evidence

Except as otherwise specifically provided or prescribed by this Indenture, whenever in the administration of the provisions of this Indenture the Indenture Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or omitting any action hereunder, the Indenture Trustee, if acting in good faith, may rely upon a Certificate of the Corporation or any other Debtors.

12.07 Experts, Advisors and Agents

(a) The Indenture Trustee may:

(i) in relation to these presents act and rely on the opinion or advice of or information obtained from any solicitor, auditor, valuator, engineer, surveyor, appraiser or other expert, whether obtained by the Indenture Trustee or by the Corporation, or otherwise, and may employ such assistants as may be necessary to the proper discharge of its duties and may pay proper and reasonable compensation for all such legal and other advice or assistance as aforesaid; and

(ii) employ such agents and other experts as it may reasonably require for the proper determination and discharge of its duties hereunder and may pay reasonable remuneration for all services performed for it (and shall be entitled to receive reasonable remuneration for all services performed by it) in the discharge of the trusts hereof and compensation for all disbursements, costs and expenses made or incurred by it in the discharge of its duties hereunder and in the management of the trusts hereof. Any solicitors employed or consulted by the Indenture Trustee may, but need not be, solicitors for the Corporation.

(b) The Indenture Trustee shall not be responsible for any misconduct or negligence on the part of any such experts or advisers who have been appointed with due care by the Indenture Trustee.

12.08 Indenture Trustee May Deal in Debentures

The Indenture Trustee may, in its personal or other capacity, buy, sell, lend upon and deal in the Debentures and generally contract and enter into financial transactions with the Corporation or otherwise without being liable to account for any profits made thereby.

12.09 Investment of Moneys Held by Indenture Trustee

(a) Unless herein otherwise expressly provided, any of the funds held by the Indenture Trustee may be deposited in a trust account in the name of the Indenture Trustee (which may be held with the Indenture Trustee or an Affiliate of the Indenture Trustee), which account may be non-interest bearing. Upon the written direction of the Corporation, the Indenture Trustee shall invest in its name such funds in Authorized Investments in accordance with such direction. Any direction by the Corporation to the Indenture Trustee as to the investment of the funds shall be in writing and shall be provided to the Indenture Trustee no later than 10:00 a.m. on the day on which the investment is to be made. Any such direction received by the Indenture Trustee after 10:00 a.m. or received on a non-Business Day, shall be deemed to have been given prior to 10:00 a.m. the next Business Day.

In the event that the Indenture Trustee does not receive a direction or only a partial direction, the Indenture Trustee may hold cash balances constituting part or all of the funds and may, but need not, invest same in its deposit department or the deposit department of one of its Affiliates; but the Indenture Trustee and its Affiliates shall not be liable to account for any profit to any parties to this Trust Indenture or to any person or entity other than at a rate, if any, established from time to time by the Indenture Trustee or one of its Affiliates.

(b) Unless and until the Indenture Trustee shall have declared the principal of and interest on the Debentures to be due and payable, the Indenture Trustee shall pay over to the Corporation all interest received by the Indenture Trustee with respect to any investments or deposits made subject to the provisions of this Section.

12.10 Indenture Trustee Not Ordinarily Bound

Except as otherwise specifically provided herein, the Indenture Trustee shall not, subject to Section 12.03, be bound to give notice to any Person of the execution hereof, nor to do, observe or perform or see to the observance or performance by the Debtors of any of the obligations imposed upon the Debtors herein or in the Security Documents or of the covenants on the part of the Debtors contained herein or in the Security Documents, nor in any way to supervise or interfere with the conduct of the Debtor's business, unless the Indenture Trustee shall have been required to do so by a Debentureholders' Request or by an Extraordinary Resolution of the Debentureholders passed in accordance with the provisions contained in Article 10, and then only after it shall have been indemnified and funded to its satisfaction against all actions, proceedings, claims and demands to which it may render itself liable and all fees, costs, charges, damages and expenses which it may incur by so doing.

12.11 Indenture Trustee Not Required To Give Security

The Indenture Trustee shall not be required to give any bonds or security with respect to the execution of the trusts and powers of this Trust Indenture or otherwise in respect of the premises.

12.12 Indenture Trustee Not To Be Appointed Receiver

The Indenture Trustee and any person related to the Indenture Trustee shall not be appointed a receiver or receiver and manager of the assets or undertaking of any of the Debtors.

12.13 Indenture Trustee Not Bound To Act On Corporation's Request

Except as in this Indenture otherwise specifically provided, the Indenture Trustee shall not be bound to act in accordance with any direction or request of the Corporation until a duly authenticated copy of the instrument or resolution containing such direction or request shall have been delivered to the Indenture Trustee, and the Indenture Trustee shall be empowered to act upon any such copy purporting to be authenticated and believed by the Indenture Trustee to be genuine.

12.14 Conditions Precedent to Indenture Trustee's Obligation to Act Hereunder

(a) The obligation of the Indenture Trustee to commence or continue any act, action or proceeding for the purpose of enforcing the rights of the Indenture Trustee and of the Debentureholders hereunder or under any Security Document shall be conditional upon the Debentureholders furnishing, when required by notice in writing by the Indenture Trustee, sufficient funds to commence or continue such act, action or proceeding and an indemnity reasonably satisfactory to the Indenture Trustee to protect and hold harmless the Indenture Trustee against the costs, charges and expenses and liabilities to be incurred thereby and any loss and damage it may suffer by reason thereof.

(b) None of the provisions contained in this Indenture shall require the Indenture Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers unless indemnified and funded as aforesaid.

(c) The Indenture Trustee may, before commencing or at any time during the continuance of any such act, action or proceeding, require the Debentureholder at whose instance it is acting to deposit with the Indenture Trustee the Debentures held by them and the Indenture Trustee shall issue receipts for such Debentures to such Debentureholders.

(d) The Indenture Trustee shall not be bound to give any notice or do or take any act, action or proceeding by virtue of the powers conferred on it hereby or by any Security Document unless and until it shall have been required do to so under the terms hereof or the terms of any Security Document; nor shall the Indenture

Trustee be required to take notice of any default hereunder or under any Security Document, unless and until notified in writing of such default, which notice shall distinctly specify the default desired to be brought to the attention of the Indenture Trustee and in the absence of any such notice the Indenture Trustee may for all purposes of this Trust Indenture and the Security Documents conclusively assume that no default has been made in the observance or performance of any of the representations, warranties, covenants, agreements or conditions contained herein and in the Security Documents. Any such notice shall in no way limit any discretion herein given the Indenture Trustee to determine whether or not the Indenture Trustee shall take action with respect to any default.

12.15 Authority to Carry on Business

The Indenture Trustee represents to the Corporation that at the date of execution and delivery by it of this Trust Indenture it is authorized to carry on the business of a trust company in the Province of British Columbia and has the power and authority to execute, deliver and perform its obligations under this Trust Indenture and the Security Documents, but if, notwithstanding the provisions of this Section 12.15, it ceases to be so authorized to carry on business or to execute, deliver and perform its obligations under this Trust Indenture and the Security Documents, the validity and enforceability of this Trust Indenture and the Debentures and the Security Documents shall not be affected in any manner whatsoever by reason only of such event but the Indenture Trustee shall, within 30 days after ceasing to be authorized to carry on the business of a trust company in the Province of British Columbia or to execute, deliver and perform its obligations under this Trust Indenture and the Security Documents either become so authorized or resign in the manner and with the effect specified in Section 12.02.

12.16 Acceptance of Corporation

The Indenture Trustee hereby accepts the trusts in this Indenture declared and provided for and agrees to perform the same upon the terms and conditions herein set forth and to hold all rights, privileges and benefits conferred hereby, by the Security Documents and by law in trust for the various Persons who shall from time to time be Debentureholders, subject to all the terms and conditions herein set forth.

12.17 Trust Indenture Legislation

(a) If and to the extent that any provision of this Indenture limits, qualifies or conflicts with a mandatory requirement of Applicable Legislation, such mandatory requirement shall prevail.

(b) The Corporation and the Indenture Trustee agree that each will at all times in relation to this Indenture and any action to be taken hereunder, observe and comply with and be entitled to the benefits of Applicable Legislation.

12.18 Privacy

The parties acknowledge that federal and/or provincial legislation that addresses the protection of individuals' personal information (collectively, "**Privacy Laws**") applies to obligations and activities under this Indenture. Despite any other provision of this

Indenture, neither party shall take or direct any action that would contravene, or cause the other party to contravene, applicable Privacy Laws. The Corporation shall, prior to transferring or causing to be transferred personal information to the Indenture Trustee, obtain and retain required consents of the relevant individuals to the collection, use and disclosure of their personal information, or shall have determined that such consents either have previously been given and upon which the parties can rely or are not required under the Privacy Laws. The Indenture Trustee shall use commercially reasonable efforts to ensure that its services hereunder comply with Privacy Laws. Specifically, the Indenture Trustee agrees:

(a) to have a designated chief privacy officer;

(b) to maintain policies and procedures to protect personal information and to receive and respond to any privacy complaint or inquiry;

(c) to use personal information solely for the purposes of providing the Indenture Trustee's services under or ancillary to this Indenture and not to use it for any other purpose except with the consent of or direction from the Corporation or the individual whose personal information is involved;

(d) not to sell or otherwise improperly disclose personal information to any third party; and

(e) to employ administrative, physical and technological safeguards to reasonably secure and protect personal information against loss, theft, or unauthorized access, use or modification.

12.19 Indenture Trustee May Refuse to Act

The Indenture Trustee shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Indenture Trustee, in its sole judgment, determines that such act might cause it to be in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline. Further, should the Indenture Trustee, in its sole judgment, determine at any time that its acting under this Indenture has resulted in its being in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, then it shall have the right to resign on 10 days notice to the Corporation, provided:

(a) that the Indenture Trustee's written notice shall describe the circumstances of such non-compliance; and

(b) that if such circumstances are rectified to the Indenture Trustee's satisfaction within such 10 day period, then such resignation shall not be effective.

ARTICLE 13
FURTHER PROVISIONS CONCERNING THE INDENTURE TRUSTEE

13.01 Responsibility of Indenture Trustee

(w) In addition to the other responsibilities set forth in this Indenture, at all times while any Debentures are outstanding, the Indenture Trustee shall have the following responsibilities hereunder:

(i) to keep the Corporation's Debenture ledgers, registers and branch registers of transfers and unissued Debenture certificates and, subject to such general and particular instructions as may reasonably from time to time be given to it by or under the authority of the Board of Directors of the Corporation (which shall be in the form of a Written Direction of the Corporation), the Indenture Trustee shall:

(A) record the particulars of all transfers of Debentures upon the appropriate register of transfers or branch register(s) of transfers;

(B) issue Debenture certificates to the Debentureholders entitled thereto, representing Debentures held by or transferred to them, respectively;

(C) maintain the registers of Holders and make such entries from time to time in the registers as may be necessary in order that the account of each Debentureholder may be properly and accurately maintained;

(D) furnish to the Corporation, at the Corporation's expense, upon its request, true and complete copies of such registers of Holders as it has in its possession or control for the purposes of carrying out the duties and obligations imposed on the Indenture Trustee by this Trust Indenture; and

(E) furnish to the Corporation, but at the Corporation's expense, at all times such statements, lists, entries, information and material concerning transfers and other matters herein prepared and undertaken by it, including all documents, papers, information and material as it may have and the Corporation may require;

(ii) forthwith upon receipt of sufficient moneys and Share certificates, as applicable, from the Corporation, to forward cheques and Share certificates, as applicable, representing payments of interest upon the Debentures to the Holders thereof in accordance with the provisions of Article 5 hereof;

(iii) provided the Indenture Trustee is at all material times the registrar and transfer agent for the Shares, to issue certificates for Shares and, if required, new Debentures, upon partial redemption of Debentures pursuant to the provisions of Article 3 and 5 hereof;

(iv) upon the maturity or redemption of the Debentures, to make all payments of principal, Redemption Premium (if any) or interest on the Debentures to the Holders thereof as provided in this Indenture;

(v) promptly as and when due to make such recordings and filings as may be required to satisfy any statutory or regulatory duty imposed upon the Indenture Trustee; and

(vi) to carry out any and all other obligations and responsibilities expressly imposed upon the Indenture Trustee pursuant to the provisions of this Indenture.

(b) The Indenture Trustee may use its own judgment in the performance of its duties as agent for the Corporation, but at any time it may apply to the Board of Directors of the Corporation or an Officer of the Corporation or to such Counsel as the Corporation may from time to time determine, at the expense of the Corporation, for instructions or advice, and the Corporation will fully protect and hold the Indenture Trustee harmless from all liability for any action taken, or not taken, by the Indenture Trustee in accordance with or pursuant to such instructions or advice that may be given to it.

(c) The transfer of any Debentures in respect of a certificate presented to the Indenture Trustee may be refused by it until it is satisfied that such certificate is valid, that the endorsement thereon is genuine and that the transfer requested is legally authorized. The Indenture Trustee shall not incur any liability by refusing in good faith to effect any transfer which, in its judgment, is improper or unauthorized.

(d) The Indenture Trustee agrees to faithfully carry out and perform its duties hereunder and, on termination hereof and upon payment by the Corporation to the Indenture Trustee of all moneys owing to the Indenture Trustee hereunder, to deliver over to the Corporation the registers and branch registers maintained by it and any documents connected therewith or with the Corporation transacted hereunder, and a receipt signed by an Officer of the Corporation shall be a valid discharge of the Indenture Trustee.

ARTICLE 14
SUPPLEMENTAL INDENTURES

14.01 Supplemental Indentures

From time to time the Indenture Trustee and the Corporation may, without any further approval or consent of the Debentureholders (subject to the provisions of this Trust Indenture), and the Indenture Trustee and the Corporation shall when required by this Trust Indenture, execute, acknowledge and deliver by their proper officers, deeds or indentures supplemental hereto, which thereafter shall form part hereof, for any one or more of the following purposes:

(a) setting forth the adjustments in the application of the provisions of Article 5;

(b) adding to the provisions hereof such additional covenants and enforcement provisions as, in the opinion of Counsel, are necessary or advisable in the premises, provided that the same are not in the opinion of the Indenture Trustee, relying on counsel, prejudicial to the interest of the Holders;

(c) giving effect to any Extraordinary Resolution passed as provided in Article 10;

(d) making such provisions not inconsistent with this Trust Indenture as may be necessary or desirable with respect to matters or questions arising hereunder or for the purpose of obtaining a listing or quotation of the Debentures on any stock exchange, provided that such provisions are not, in the opinion of the Indenture Trustee, relying on the opinion of Counsel, prejudicial to the interests of the holders;

(e) adding to or altering the provisions hereof in respect of the ownership and transfer of Debentures, making provision for the exchange of Debentures, and making any modification in the form of the Debentures which does not affect the substance thereof;

(f) modifying any of the provisions of this Trust Indenture or relieving the Corporation from any of the obligations, conditions or restrictions herein contained, provided that no such modification or relief shall be or becomes operative or effective if, in the opinion of the Indenture Trustee, relying on the opinion of Counsel, such modification or relief impairs any of the rights of the Holders or of the Indenture Trustee; and

(g) for any other purpose not inconsistent with the terms of this Trust Indenture, including the correction or rectification of any ambiguities, defective provisions, errors or omissions herein, provided that in the opinion of the Indenture Trustee the rights of the Indenture Trustee, acting on the opinion of Counsel, and of the Holders are in no way prejudiced thereby;

provided that the Indenture Trustee may in its discretion decline to enter into any such supplemental indenture which in its opinion may not afford adequate protection to the Indenture Trustee or the Holders when the same shall become operative.

14.02 Force Majeure

Except for the payment obligations of the Corporation contained herein, no party shall be liable to the any other, or held in breach of this Agreement, if prevented, hindered, or delayed in the performance or observance of any provision contained herein by reason of act of God, riots, terrorism, acts of war, epidemics, governmental action or judicial order, earthquakes, or any other similar causes (including, but not limited to, mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this Agreement shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section.

ARTICLE 15
GENERAL PROVISIONS

15.01 Execution

This Indenture may be executed in several counterparts, both as to the signing authorities for each party and for the parties themselves, all of which counterparts when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

15.02 Successors and Assigns

The provisions of this Trust Indenture enures to the benefit of, and is binding upon, the parties and their respective successors and assigns, provided always that the Corporation shall not assign or transfer any of its rights and obligations hereunder without the prior written consent of the Indenture Trustee

15.01 Time of the Essence

Time shall be of the essence of this Trust Indenture.

15.01 Entire Agreement

This Trust Indenture and all documents contemplated by or delivered under or in connection with this Trust Indenture, constitute the entire agreement between the parties with respect to the subject matter and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and undertakings, whether written or verbal.

IN WITNESS WHEREOF the parties hereto have executed those presents under the hands of their proper officers in that behalf to be effective as at the date first above written.

THUNDERBIRD ENERGY CORPORATION

Per: ______________________________

COMPUTERSHARE TRUST COMPANY OF CANADA

Per: ______________________________

SCHEDULE "A"

FORM OF DEBENTURE

The form of Debenture and the transfer, conversion and interest election panels thereon shall be in the English language substantially as follows:

(Form of Debenture)

Unless permitted under securities legislation, the holder of this security must not trade the security before *[insert the date that is 4 months and 1 day after the distribution date].*

Without prior written approval of the TSX Venture Exchange Inc. and compliance with all applicable securities legislation, the securities represented by this certificate may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until *[insert the date that is 4 months and 1 day after the distribution date].*

THUNDERBIRD ENERGY CORPORATION
(continued under the laws of Canada)

3 Year Gas Linked Secured Redeemable Debentures
(the "Debenture(s)")

Certificate Number: ___________________ $___________________________

Thunderbird Energy Corporation (the "Corporation"), for value received, hereby promises to pay to the registered holder (the "Holder"),

- ●

on October 31, 2013 (the "Maturity Date") or on such earlier date as the principal amount hereof may become payable in accordance with the conditions herein set out and with the provisions of the Trust Indenture hereinafter mentioned, on presentation and surrender of this Debenture, the sum of

$_________________________

in lawful money of Canada, at the office of the Indenture Trustee at Vancouver, British Columbia, at the option of the Holder, and to pay interest thereon from and including the date of issue at the Interest Rate, payable after as well as before maturity and after as well as before default and judgment, with interest on amounts in default at the same rate, on each Interest Calculation Date and all other amounts that shall be or become payable under this Debenture, after as well as before maturity and after as well as before default and judgment.

As interest becomes due on this Debenture, (except interest payable at maturity which may be paid upon presentation and surrender of such Debentures for payment at the office of the Indenture Trustee hereinafter mentioned in Vancouver), the Corporation shall cause to be sent by prepaid first class mail a cheque for 50% of such interest (less any tax required by law to be withheld therefrom) payable to the order of the Holder, and, as to the other 50% thereof a Share certificate issued to the Holder addressed to the Holder at its last address appearing on the register, unless the Holder otherwise directs. In the case of joint Holders, the cheque or Share certificate, as applicable, shall be payable to or issued to the order of all such joint Holders and addressed to them at the last address appearing on the register, unless such joint Holders otherwise direct. If more than one address appears on the register in respect of such joint Holders, the cheque or Share certificate, as applicable, shall be mailed to the first address so appearing unless such joint Holders otherwise direct. In the event of non-receipt of any cheque or Share certificate for interest by the Holder, the Corporation will cause to be issued a replacement cheque or Share certificate, as applicable, upon being furnished with such evidence of non-receipt as it shall reasonably require and upon being indemnified to its satisfaction, acting reasonably.

This Debenture is one of the Debentures in lawful money of Canada issued under a Trust Indenture (herein referred to as the "Trust Indenture") dated as of October 29, 2010, between the Corporation and Computershare Trust Company of Canada, as Indenture Trustee. The maximum aggregate principal amount of Debentures which may be authorized under the Trust Indenture is $10,000,000. Reference is made hereby to the Trust Indenture and any instruments supplemental thereto for a statement and description of the terms and conditions upon which this Debenture is issued and the rights and remedies of the Holders of the Debentures, the Corporation and the Indenture Trustee with respect thereto, all to the same effect as if the provisions of the Trust Indenture and of any instruments supplemental thereto were herein set forth, to all of which provisions the registered Holder of this Debenture, by acceptance hereof assents.

The Debentures are issuable as fully registered Debentures in denominations of one hundred ($100) dollars and integral multiples thereof only. Upon compliance with the provisions of the Trust Indenture, Debentures of any authorized denominations may be exchanged for an equal aggregate principal amount of Debentures in any other authorized denomination or denominations.

All Debentures issued under the Trust Indenture rank equally and ratably without priority or preference.

Upon and subject to the provisions and conditions of the Trust Indenture, the Corporation may redeem the Debentures at any time on or after the first anniversary of the Initial Date of Closing.

The Debenture may only be transferred upon compliance with the conditions prescribed in the Trust Indenture on the register to be kept at the principal office of the Indenture Trustee in the City of Vancouver, British Columbia, and at such other place or places (if any) and/or by such other registrar or registrars (if any) as the Company with the approval of the Indenture Trustee may designate, by the registered holder hereof or his executors or administrators or other legal representatives, or his or their attorney duly appointed by an instrument in writing in form and execution satisfactory to the Indenture Trustee and/or other registrar may prescribe, and then, only if such transfer shall have been duly entered on one of the appropriate registers or noted on this Debenture by a proper registrar.

This Debenture has not been and will not be registered under the U.S. Securities Act of 1933, as amended (the U.S. Securities Act") or any applicable state securities laws of any state of the

United States and are not transferable in the United States or to, or for the account or benefit of, U.S. Persons unless an exemption from registration is available under the U.S. Securities Act and any applicable state securities laws of any state of the United States for the transfer of the Debentures and for the subsequent issuance of Interest Shares under the Debenture and the transfer of the Debenture will not subject the Trust Indenture to qualification under the United States Trust Indenture Act of 1939, as amended, and the Corporation and the Indenture Trustee receive an opinion of counsel of recognized standing or other evidence to such effect in form and substance reasonably satisfactory to the Corporation and the Indenture Trustee.

The Trust Indenture contains provisions making binding upon all Holders of Debentures outstanding thereunder resolutions passed at meetings of such Holders held in accordance with such provisions and instruments in writing signed by the Holders of a specified percentage of the principal amount of the Debentures outstanding.

This Debenture shall not become binding for any purpose until it shall have been certified by the Indenture Trustee for the time being under the Trust Indenture.

Unless otherwise defined, all initially capitalized terms used herein shall have the meaning ascribed to such terms in the Trust Indenture.

In witness whereof the Corporation has caused this Debenture to be signed by its duly authorized officer as of the ♦ day of October, 2010.

THUNDERBIRD ENERGY CORPORATION

Per:______________________________

THIS DEBENTURE IS NOT VALID UNTIL CERTIFIED BY THE INDENTURE TRUSTEE.

INDENTURE TRUSTEE'S CERTIFICATE

This Debenture is one of the Debentures referred to in the Trust Indenture within mentioned.

COMPUTERSHARE TRUST COMPANY OF CANADA, Indenture Trustee

By:______________________________
(Authorized Signature)

(Form of Transfer Panel)

Transfer Form

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfer unto:

____

Name of Transferee

____

Social Insurance Number of Transferee

____

Address of Transferee (including Postal Code)

the within 3 Year Gas Linked Secured Redeemable Debenture issued by Thunderbird Energy Corporation pursuant to a Trust Indenture dated as of October 29, 2010, and constitutes and appoints

____

Name of Attorney

as its attorney to transfer the said Debenture on the registers for the Debentures of the said Corporation, with full power of substitution in the premises.

The Transferor hereby certifies that the Transferee is not in the United States, is not a U.S. Person and is not acting for the account or benefit of a U.S. Person or the Transferor has provided herewith an opinion of legal counsel of recognized standing in form and substance reasonably satisfactory to the Corporation that the transfer and subsequent issuance of Interest Shares under the Debenture to the Transferee is exempt from the registration requirements of the U.S. Securities Act and any applicable state securities laws and transfer of the Debentures would not subject this Trust Indenture to qualification requirements under the Trust Indenture Act of 1939, as amended.

Unless otherwise defined, all initially capitalized terms used herein shall have the meaning ascribed to such terms in the Trust Indenture.

Date:______________________

____

Signature of Transferor

The signature(s) of the transferor(s) must correspond with the name(s) as written upon the face of this certificate(s), in every particular, without alteration or enlargement, or any change whatsoever. The signature(s) on this form must be guaranteed by an authorized officer of a major Canadian Schedule 1 chartered bank whose sample signature(s) are on file with the transfer agent, or by a member of an acceptable Medallion Signature Guarantee Program. Notarized or witnessed signatures are not acceptable as guaranteed signatures. The Guarantor must affix a stamp bearing the actual words: "SIGNATURE GUARANTEED", "MEDALLION GUARANTEED" OR "SIGNATURE & AUTHORITY TO SIGN GUARANTEE", all in accordance with the transfer agent's then current guidelines and requirements at the time of transfer. For corporate holders, corporate signing resolutions, including certificate of incumbency, will also be required to accompany the transfer unless there is a "SIGNATURE & ATUHORITY TO SIGN GUARNATEE" Stamp affixed to the Form of Transfer.

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Signature of Guarantor