THIS FIRST SUPPLEMENTAL INDENTURE made as of October 13, 2016

BETWEEN: **COLABOR GROUP INC.**, a corporation existing under the laws of Canada;

(hereinafter referred to as the "**Corporation**")

AND: **COMPUTERSHARE TRUST COMPANY OF CANADA**, a trust company incorporated under the laws of Canada

(hereinafter referred to as the "**Debenture Trustee**")

WHEREAS:

A. By a Trust Indenture dated as of April 27, 2010 (the "**Trust Indenture**") between the Corporation and the Debenture Trustee, provision was made, *inter alia*, for the issue by the Corporation of 5.70% unsecured convertible debentures (the "**Initial Debentures**"), subject to the terms and conditions contained in the Trust Indenture;

B. The Corporation and the Debentureholders wish to amend the Trust Indenture as provided for in this First Supplemental Indenture in order to:

(i) amend the definition of "Maturity Date" in relation to the Initial Debentures;

(ii) amend the definition of "Conversion Price" in relation to the Initial Debentures; and

(iii) increase the interest rate on the Initial Debentures from 5.70% per annum to 6% per annum effective from and including October 31, 2016.

C. Section 13.11 of the Trust Indenture provides, among other things, that the Debentureholders, have the power to approve, by Extraordinary Resolution, any modification of or change in or addition to or omission from the provisions contained in the Trust Indenture which shall be agreed to by the Corporation and to authorize the Debenture Trustee to concur in and execute any indenture supplemental thereto embodying such modification, change, addition or omission;

D. An Extraordinary Resolution, a copy of which is attached hereto as Schedule A, has been passed at a special meeting of the shareholders held on August 22, 2016 authorizing and directing the Debenture Trustee to execute and deliver this First Supplemental Indenture to give effect to the changes to the Trust Indenture as provided herein;

E. All necessary matters and things have been done and performed to authorize the execution of this First Supplemental Indenture and to make this First Supplemental Indenture legal, valid and binding upon the Corporation, the Debenture Trustee and the Debentureholders; and

F. The foregoing recitals are made as representations and statements of fact by the Corporation and not by the Debenture Trustee.

NOW THEREFORE THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH and it is hereby agreed and declared as follows:

ARTICLE 1
INTERPRETATION

1.1 Incorporation of Trust Indenture

This First Supplemental Indenture is supplemental to and shall hereafter be read in conjunction with the Trust Indenture, and the Trust Indenture and this First Supplemental Indenture shall hereinafter have effect so far as practicable as if all the provisions thereof and hereof were contained in one instrument. In this First Supplemental Indenture and the recitals hereto, unless there is something in the subject matter or context inconsistent therewith, or unless so stated to the contrary in this First Supplemental Indenture, the words and expressions herein contained which are defined in the Trust Indenture shall have the meanings given to such words and expressions in the Trust Indenture.

1.2 Reference to and Effect on the Trust Indenture

On and after the date hereof, each reference in the Trust Indenture to "this Trust Indenture", "hereunder", "hereof", "herein", or words of like import, and each reference to the Trust Indenture in any and all agreements, documents and instruments delivered by all or any one or more of the Corporation, the Debenture Trustee or any other person shall mean and refer to the Trust Indenture as amended by this First Supplemental Indenture.

1.3 Interpretation not Affected by Headings, etc.

The division of this First Supplemental Indenture into Articles, sections, subsections, schedules and other subdivisions and the provision of headings are for convenience of reference only and shall not affect the interpretation of the provisions to which they relate or of any other provisions hereof.

1.4 Singular, Plural, etc.

As used herein, the singular shall include the plural and the singular as the content shall require.

ARTICLE 2
AMENDMENTS TO THE TRUST INDENTURE

2.1 Amendments to the Trust Indenture

2.1.1 Amendments to Section 1.1

The defined term "**Conversion Price**" in Section 1.1(u) of the Trust Indenture is hereby amended as follows:

> ""**Conversion Price**" means (i) with respect to the Initial Debentures, the $2.50 amount for which each Share may be issued from time to time upon the conversion of the Initial Debentures, as adjusted in accordance with the provisions of Article 6 and (ii) for any other series of Debentures which are by their terms convertible, the amount set upon their creation, as adjusted in accordance with the provisions of Article 6";

The defined term "**Maturity Date**" in Section 1.1(aaa) of the Trust Indenture is hereby amended as follows:

> ""**Maturity Date**" for a Debenture means the date of maturity for such Debenture as prescribed in this Indenture or in any supplement hereto and means, for the Initial Debentures, October 13, 2021;"

2.1.2 <u>Amendments to Section 2.4(b)</u>

Section 2.4(b) of the Trust Indenture is hereby amended as follows:

> "The Maturity Date for the Initial Debentures is October 13, 2021. The Initial Debentures shall bear interest from the initial date of issue to but excluding October 31, 2016 at the rate of 5.70%, and after and including October 31, 2016, at the rate of 6% per annum, payable semi-annually in arrears on April 30 and October 31 in each year computed on the basis of a 365-day year. The first such payment will fall due on October 31, 2010 and the last such payment (representing interest payable from and including the last Interest Payment Date to, but excluding, the Maturity Date or the earlier date of redemption, repayment or conversion of the Initial Debentures) will fall due on the Maturity Date or the earlier date of redemption, repayment or conversion, payable after as well as before maturity and after as well as before default, with interest on amounts in default at the same rate, compounded semi-annually, computed on the basis of a 365-day year."

2.1.3 <u>Amendments to section 2.4(e)</u>

The second paragraph of Section 2.4(e) is hereby amended as follows:

> "The Conversion Price in effect on the date hereof for each Share to be issued upon the conversion of Initial Debentures shall be equal to $2.50, such that 400 Shares shall be issued for each $1,000 principal amount of Initial Debentures so converted, subject to the terms of Section 6.6. No adjustment will be made for dividends or distributions payable on Shares issuable upon conversion or for interest accrued on Initial Debentures surrendered for conversion. However, holders converting their Initial Debentures will receive, as the case may be, interest that has accrued but not been paid from the most recently completed Interest Payment Date to and including the last record date prior to such conversion used to determine entitlement to receive dividends on the Shares (less applicable withholding taxes, if any). For greater certainty, if there is no record date between the last Interest Payment Date and the date of conversion, no interest will be paid for such period. Holders converting their Initial Debentures on an Interest Payment Date will receive the respective interest payment. The Conversion Price applicable to the Shares, securities or other property receivable on the conversion of the Initial Debentures is subject to adjustment pursuant to the provisions of Section 6.5."

2.2 Conformed Changes Throughout

Any other reference to “5.70%” or to “April 30, 2017” in the Trust Indenture shall be deemed to be so replaced throughout the Trust Indenture by a reference to “6.00%” or to “October 13, 2021”, in each case as the context requires.

2.3 Certificate for the Initial Debentures

The form of certificate for the Initial Debentures shall be replaced with the form substantially as set out in Schedule “B” of this First Supplemental Indenture, with such insertions, omissions, substitutions or other variations as shall be required or permitted by the Trust Indenture, and may have imprinted or otherwise reproduced thereon such legend or legends or endorsements, not inconsistent with the provisions of the Trust Indenture, as may be required to comply with any law or with any rules or regulations pursuant thereto or with any rules or regulations of any securities exchange or securities regulatory authority or to conform with general usage, all as may be determined by the director or officer of the Corporation executing such Initial Debentures in accordance with the Trust Indenture.

ARTICLE 3
CONFIRMATION

3.1 Confirmation

The Corporation and the Debenture Trustee hereby acknowledge and confirm that, except as specifically amended by the provisions of this First Supplemental Indenture, all of the terms and conditions contained in the Trust Indenture are and shall remain in full force and effect, unamended, in accordance with the provisions thereof. The matters provided for in this First Supplemental Indenture shall not prejudice any act or thing done prior to the date hereof and do not constitute a novation.

ARTICLE 4
MISCELLANEOUS

4.1 Effective Time of First Supplemental Indenture

This First Supplemental Indenture shall come into full force and effect on October 13, 2016.

4.2 Further Assurances

The parties hereto covenant and agree to execute and deliver such further and other instruments and to take such further or other action as may be necessary or advisable to give effect to this First Supplemental Indenture and the provisions hereof.

4.3 Governing Law

This First Supplemental Indenture shall be governed by and construed in accordance with the laws of the province of Québec and the federal laws of Canada applicable therein and the courts of such province shall have non-exclusive jurisdiction over any dispute hereunder, to which jurisdiction the parties attorn.

4.4 Language

Each of the parties hereto hereby acknowledges that it has consented to and requested that this First Supplemental Indenture and all documents relating thereto, including, without limiting the generality of the foregoing, the form for the amended and restated Initial Debenture attached hereto as Schedule B, be drawn up in the English language only. Les parties aux présentes reconnaissent avoir accepté et demandé que le présent acte de fiducie et tous les documents s'y rapportant, y compris, sans restreindre la portée générale de ce qui précède, le formulaire de débenture amendée et reformulée joint aux présentes à titre d'annexe B, soient rédigés en langue anglaise seulement.

4.5 Execution

This First Supplemental Indenture may be simultaneously executed in one or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this First Supplemental Indenture as of the date first mentioned above under the hands of their proper officers duly authorized in that behalf.

COLABOR GROUP INC.

Per: *(s) Jean-François Neault*

Name: Jean-François Neault
Title: Senior Vice President and Chief Financial Officer

COMPUTERSHARE TRUST COMPANY OF CANADA

Per: *(s) Nicolas Richard*

Name: Nicolas Richard
Title: Corporate Trust Officer

Per: *(s) Christel Ah-Knee*

Name: Christel Ah-Knee
Title: Associate Trust Officer

SCHEDULE A
COPY OF EXTRAORDINARY RESOLUTION

Capitalized terms herein have the meanings ascribed thereto in the notice of meeting of debentureholders of Colabor Group Inc. (the "**Corporation**") and accompanying Circular dated July 25, 2016 (the "**Notice**").

BE IT RESOLVED as an Extraordinary Resolution that:

a) the amendments to the trust indenture dated April 27, 2010 (the "**Indenture**") between the Corporation and Computershare Trust Company of Canada (the "**Trustee**") governing the 5.70% convertible unsecured subordinated debentures due April 30, 2017 (the "**Debentures**") to:

   i. extend the maturity date for a 5-year period from the Closing Date;

   ii. notwithstanding any provision of the Indenture to the contrary, including section 6.5(c) thereof, reduce the conversion price of the Debentures to $2.50 per Common Share as at the Closing Date; and

   iii. set the interest rate at 6.00% per annum from and after October 31, 2016;

   (the "**Amendments**"), such Amendments to be set forth in the first supplemental trust indenture to be entered into by the Corporation and the Trustee (the "**Supplemental Indenture**") are hereby approved and authorized as part of the Transactions and conditionally upon the consummation of the Proposed Recapitalization;

b) the Trustee is hereby authorized and directed to agree to, execute and deliver one or more supplemental indentures to the Indenture which give effect to the foregoing amendments to the Indenture and all amendments incidental or ancillary thereto;

c) the Trustee is hereby authorized and directed to execute and to cause to be executed on behalf of the holders of the Debentures or to deliver or cause to be delivered all such documents, agreements and instruments and to do or cause to be done all such other acts and things as the Corporation or its advisors shall determine to be necessary or desirable to carry out the intent of this Extraordinary Resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such document, agreement or instrument or the doing of any such act or thing;

d) notwithstanding that this Extraordinary Resolution has been passed by the Debentureholders, the Corporation is authorized, without further notice to or approval of the Debentureholders, to (i) amend the Supplemental Indenture, or (ii) not proceed with the transactions contemplated by the entering into of the Supplemental Indenture;

e) any director or officer of the Corporation is hereby authorized and directed to execute and deliver all documents and to do all other acts or things as such individual may, in his or her sole discretion, determine to be appropriate from time to time to give effect to the foregoing, such determination to be conclusively evidenced by the execution and delivery by such individual of such documents or the doing of such other acts or things; and

f) the Trustee is hereby authorized and directed to execute and deliver all documents and to do all other acts or things as the Trustee may determine to be necessary or appropriate from time to time to give effect to the foregoing, such determination to be conclusively evidenced by the execution and delivery by the Trustee of such documents or the doing of such other acts or things

SCHEDULE B
FORM OF CERTIFICATE FOR AMENDED AND RESTATED INITIAL DEBENTURES

This Initial Debenture is a Global Debenture within the meaning of the Indenture herein referred to and is registered in the name of a Depository or a nominee thereof. This Initial Debenture may not be transferred to or exchanged for Initial Debentures registered in the name of any person other than the Depository or a nominee thereof and no such transfer may be registered except in the limited circumstances described in the Indenture. Every Initial Debenture authenticated and delivered upon registration of, transfer of, or in exchange for, or in lieu of, this Initial Debenture shall be a Global Debenture subject to the foregoing, except in such limited circumstances described in the Indenture.

Unless this Initial Debenture is presented by an authorized representative of CDS Clearing and Depository Services Inc. ("**CDS**"**) to Colabor Group Inc. or its agent for registration of transfer, exchange or payment, and any certificate issued in respect thereof is registered in the name of CDS & CO. or in such other name as is requested by an authorized representative of CDS (and any payment is made to CDS & CO. or to such other entity as is requested by an authorized representative of CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since as the registered holder hereof, CDS & CO. has property interest in the securities represented by this certificate herein and it is a violation of its rights for another person to hold, transfer or deal with this certificate.**

Certificate No. 2016-1 **$50,000,000**
CUSIP 192667AB9
ISIN CA 192667AB99

COLABOR GROUP INC.
(A CORPORATION GOVERNED BY THE *CANADA BUSINESS CORPORATIONS ACT*)

6% CONVERTIBLE UNSECURED SUBORDINATED DEBENTURE

COLABOR GROUP INC. (the "**Corporation**") for value received hereby acknowledges itself indebted and, subject to the provisions of the trust indenture (the "**Indenture**") dated as of April 27, 2010 between the Corporation and Computershare Trust Company of Canada, as amended by a first supplemental indenture dated as of October 13, 2016 (collectively, the "**Debenture Trustee**")**,** promises to pay to the registered holder hereof on the Maturity date of this Initial Debenture, as hereinafter described, or on such earlier date as the principal amount hereof may become due in accordance with the provisions of the Indenture, the principal sum of fifty million dollars ($50,000,000) in lawful money of Canada on presentation and surrender of this Initial Debenture at the principal offices of the Debenture Trustee in Montréal, Québec in accordance with the terms of the Indenture.

The maturity date (the "**Maturity Date**") for the Initial Debentures shall be October 13, 2021. The Initial Debentures shall bear interest at the rate of 5.70% from April 27, 2010 to but excluding October 31, 2016, and effective from and including October 31, 2016, at a rate of 6% per annum, payable semi-annually, not in advance, on April 30 and October 31 in each year, the first such payment to fall due on October 31, 2010 and the last payment (representing interest payable from the last Interest Payment Date to, but excluding, the Maturity Date or, the earlier date of redemption or conversion) will fall due on the Maturity Date or the earlier date of redemption or conversion, payable after as well as before maturity and after as well as before default, with interest on amounts after maturity or in default at the same rate, compounded semi-annually, computed on the basis of a 365-day year.

Interest hereon shall be payable by cheque mailed by prepaid ordinary mail or by electronic transfer of funds to the registered holder hereof and, subject to the provisions of the Indenture, the sending of such electronic transfer of funds shall, to the extent of the sum represented thereby (plus the amount of any tax withheld), satisfy and discharge all liability for interest on this Initial Debenture.

This Initial Debenture is one of the 6% Convertible Unsecured Subordinated Debentures (referred to herein as the "**Initial Debentures**") of the Corporation issued or issuable in one or more series under the provisions of the Indenture. Subject to the terms of the Indenture, additional Initial Debentures may be issued pursuant to the Indenture after the date hereof. Reference is hereby expressly made to the Indenture for a description of the terms and conditions upon which the Initial Debentures are to be issued and held and the rights and remedies of the holders of the Initial Debentures and of the Corporation and of the Debenture Trustee, all to the same effect as if the provisions of the Indenture were herein set forth to all of which provisions the holder of this Initial Debenture by acceptance hereof assents.

The Initial Debentures authorized for issue immediately are limited to an aggregate principal amount of fifty million dollars in lawful money of Canada ($50,000,000).

The Initial Debentures are issuable only in denominations of $1,000 and integral multiples thereof. Upon compliance with the provisions of the Indenture, Initial Debentures of any denomination may be exchanged for an equal aggregate principal amount of Initial Debentures in any other authorized denomination or denominations.

The whole, or if this Initial Debenture is a denomination in excess of $1,000, any part which is $1,000 or an integral multiple thereof, of the principal of this Initial Debenture is convertible, at the option of the holder hereof, upon surrender of this Initial Debenture at the principal offices of the Debenture Trustee in Montréal, Québec, at any time prior to the close of business on the Maturity Date or, if this Initial Debenture is called for redemption on or prior to such date, then up to but not after the close of business on the last Business Day immediately preceding the date specified for redemption of this Initial Debenture, into Shares (without adjustment for interest accrued hereon or for dividends, distributions or interest payment on Shares issuable upon conversion) at a conversion price of $2.50 (the "**Conversion Price**") per Share, being a conversion rate of approximately 400 Shares for each $1,000 principal amount of Initial Debentures so converted, all subject to the terms and conditions and in the manner set forth in the Indenture. The Indenture makes provision for the adjustment of the Conversion Price in the events therein specified. No fractional Shares will be issued on any conversion but in lieu thereof, the Corporation will satisfy such fractional interest by a cash payment equal to the fractional interest multiplied by the volume-weighted average price per share for Shares for the 20 consecutive trading days ending on the fifth trading day preceding the date of determination on the Toronto Stock Exchange (or, if the Shares are not listed thereon, on such stock exchange on which the Shares are listed as may be selected for such purpose by or on behalf of the Directors of the Corporation and approved by the Debenture Trustee, or if the Shares are not listed on any stock exchange, then on the over-the-counter market) determined in accordance with the Indenture (the "**Current Market Price**"). Holders converting their Initial Debentures will receive, as the case may be, interest which has accrued and is unpaid in respect thereof from the most recent Interest Payment Date to and including the last record date prior to such conversion used to determine entitlement to receive dividends on the Shares. For greater certainty, if there is no record date between the last Interest Payment Date and the date of conversion, no interest will be paid for such period.

This Initial Debenture may be redeemed at the option of the Corporation on the terms and conditions set out in the Indenture at the Redemption Price therein and herein set out provided that this Initial Debenture is not redeemable on or before April 30, 2015 except in the event of the satisfaction of certain conditions after a Change of Control has occurred. After April 30, 2015 and prior to April 30, 2016, the Initial Debentures may be redeemed at the option of the Corporation at the redemption price equal to the principal amount of the Initial Debentures (the "**Redemption Price**") provided, among other things, the Current Market Price exceeds 125% of the Conversion Price and, in addition thereto, at the time of redemption, the Corporation shall pay to the holder accrued and unpaid interest and otherwise on the terms and conditions described in the Indenture. On or after April 30, 2016, and prior to the Maturity Date, the Initial Debentures may be redeemed in whole or in part at the option of the Corporation. In such circumstances, the Initial Debentures will be redeemable at a price equal to their principal amount plus accrued and unpaid interest. In connection with the redemption of the Initial Debentures, the Corporation may, on notice as provided in the Indenture, at its option and subject to any applicable regulatory approval, elect to satisfy its obligation to pay all or a portion of the applicable Redemption Price by the issue of that number of Freely Tradable Shares obtained by dividing the applicable Redemption Price by 95% of the Current Market Price of the Shares on the Redemption Date.

Upon the occurrence of a Change of Control of the Corporation, the Corporation is required to make an offer to purchase all of the Initial Debentures at a price equal to the principal amount of such Initial Debentures plus accrued and unpaid interest up to, but excluding, the date the Initial Debentures are so repurchased (the "**Debenture Offer**"). If 90% or more of the principal amount of the Initial Debentures outstanding on the date the Corporation provides the Debenture Offer to the Debenture Trustee have been tendered for purchase pursuant to the Offer, the Corporation has the right to redeem all the remaining outstanding Initial Debentures at the same price.

If an Offer for all of the outstanding Debentures of a series is made and 90% or more of the principal amount of all the Debentures (other than Debentures held at the date of the takeover bid by or on behalf of the Offeror, Associates or Affiliates of the Offeror or anyone acting jointly or in concert with the Offeror) are taken up and paid for by the Offeror, the Offeror will be entitled to acquire the Debentures of those holders who did not accept the Offer on the same terms as the Offeror acquired the first 90% of the principal amount of the Debentures.

The Corporation may, on notice as provided in the Indenture, at its option and subject to any applicable regulatory approval, elect to satisfy the obligation to repay all or any portion of the principal amount of this Initial Debenture due on the Maturity Date by the issue of that number of Freely Tradable Shares obtained by dividing the principal amount of this Initial Debenture to be paid for in Shares pursuant to the exercise by the Corporation of the Share Repayment Right by 95% of the Current Market Price on the Maturity Date.

The indebtedness evidenced by this Initial Debenture, and by all other Initial Debentures now or hereafter certified and delivered under the Indenture, is a direct unsecured obligation of the Corporation, and is subordinated in right of payment, to the extent and in the manner provided in the Indenture, to the prior payment of all Senior Indebtedness, whether outstanding at the date of the Indenture or thereafter created, incurred, assumed or guaranteed.

The principal hereof may become or be declared due and payable before the stated maturity in the events, in the manner, with the effect and at the times provided in the Indenture.

The Indenture contains provisions making binding upon all holders of Debentures outstanding thereunder (or in certain circumstances specific series of Debentures) resolutions passed at meetings of such holders held in accordance with such provisions and instruments signed by the holders of a specified majority of Debentures outstanding (or specific series), which resolutions or instruments may have the effect of amending the terms of this Initial Debenture or the Indenture.

This Initial Debenture may only be transferred, upon compliance with the conditions prescribed in the Indenture, in one of the registers to be kept at the principal offices of the Debenture Trustee in Montréal, Québec and in such other place or places and/or by such other registrars (if any) as the Corporation with the approval of the Debenture Trustee may designate. No transfer of this Initial Debenture shall be valid unless made on the register by the registered holder hereof or his executors or administrators or other legal representatives, or his or their mandatary duly appointed by an instrument in form and substance satisfactory to the Debenture Trustee or other registrar, and upon compliance with such reasonable requirements as the Debenture Trustee and/or other registrar may prescribe and upon surrender of this Initial Debenture for cancellation. Thereupon a new Initial Debenture or Initial Debentures in the same aggregate principal amount shall be issued to the transferee in exchange hereof.

This Initial Debenture shall not become obligatory for any purpose until it shall have been certified by the Debenture Trustee under the Indenture.

If any of the provisions of this Initial Debenture are inconsistent with the provisions of the Indenture, the provisions of the Indenture shall take precedence and shall govern. Capitalized words or expressions used in this Initial Debenture shall, unless otherwise defined herein, have the meaning ascribed thereto in the Indenture.

The Indenture and this Debenture shall be governed by, and construed in accordance with, the laws of the Province of Québec and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF COLABOR GROUP INC. has caused this amended and restated Initial Debenture to be signed by its authorized representatives as of the 13th day of October 2016.

COLABOR GROUP INC.

By: ______________________________

Name: Jean-François Neault
Title: Senior Vice President and Chief Financial Officer

(FORM OF DEBENTURE TRUSTEE'S CERTIFICATE)

This Initial Debenture is one of the 6% Convertible Unsecured Subordinated Debentures due October 13, 2021 referred to in the Indenture within mentioned.

COMPUTERSHARE TRUST COMPANY OF CANADA

By ____
(Authorized Officer)

(FORM OF REGISTRATION PANEL)

(No writing hereon except by Debenture Trustee or other registrar)

Date of Registration	In Whose Name Registered	Signature of Debenture Trustee or Registrar

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto ________________, whose address and social insurance number, if applicable, are set forth below, this Initial Debenture (or $___________ principal amount hereof*) of Colabor Group Inc. standing in the name(s) of the undersigned in the register maintained by the Debenture Trustee with respect to such Initial Debenture and does hereby irrevocably authorize and direct the Debenture Trustee to transfer such Initial Debenture in such register, with full power of substitution in the premises.

Dated: ____

Address of Transferee: ____

(Street Address, City, Province and Postal Code)

Social Insurance Number of Transferee, if applicable: ___________________________________

*If less than the full principal amount of the within Initial Debenture is to be transferred, indicate in the space provided the principal amount (which must be $1,000 or an integral multiple thereof, unless you hold an Initial Debenture in a non-integral multiple of 1,000, in which case such Initial Debenture is transferable only in its entirety) to be transferred.

1. The signature(s) to this assignment must correspond with the name(s) as written upon the face of this Initial Debenture in every particular without alteration or any change whatsoever. The signature(s) must be guaranteed by a Canadian chartered bank or trust company or by a member of an acceptable Medallion Guarantee Program. Notarized or witnessed signatures are not acceptable as guaranteed signatures. The Guarantor must affix a stamp bearing the actual words: “SIGNATURE GUARANTEED”.

2. The registered holder of this Initial Debenture is responsible for the payment of any documentary, stamp or other transfer taxes that may be payable in respect of the transfer of this Initial Debenture.

Signature of Guarantor:

______________________________	______________________________
Authorized Officer	Signature of transferring registered holder
______________________________	
Name of Institution	