

**CAPITAL POWER CORPORATION
(AS ISSUER)**

AND

**COMPUTERSHARE TRUST COMPANY OF CANADA
(AS INDENTURE TRUSTEE)**

INDENTURE

DATED AS OF SEPTEMBER 9, 2022

PROVIDING FOR THE ISSUANCE OF NOTES

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INDENTURE

THIS INDENTURE, dated as of September 9, 2022, between **CAPITAL POWER CORPORATION** (the "**Issuer**"), a corporation existing under the laws of Canada, having its registered office in the City of Edmonton, Alberta, and **COMPUTERSHARE TRUST COMPANY OF CANADA** (the "**Indenture Trustee**"), a trust company subsisting under the laws of Canada and registered to carry on business in the Province of Alberta.

WHEREAS the Issuer has duly authorized the execution and delivery of this Indenture (as defined herein) to provide for the creation and issuance of Notes, the form and terms of such Notes and the terms, provisions and conditions thereof to be provided for by this Indenture;

AND WHEREAS the Issuer has requested and hereby requests that the Indenture Trustee execute and deliver this Indenture, and the Issuer hereby confirms that all requirements necessary to make this Indenture a valid, binding and enforceable instrument in accordance with its terms, and to make the Notes, when authenticated and delivered by the Indenture Trustee, the valid, binding and enforceable obligations of the Issuer have been satisfied and complied with;

AND WHEREAS Capital Power Hybrid Trust (the "**Holding Trust**"), a trust established under the laws of the Province of Manitoba, has been established by the Issuer pursuant to a declaration of trust dated as of September 8, 2022 (as it may be amended, modified, supplemented or restated from time to time, the "**Holding Trust Declaration of Trust**"), between the Issuer, as settlor, and the Holding Trust Trustee (as defined herein), as trustee;

AND WHEREAS, in accordance with the terms of the Holding Trust Declaration of Trust, the Holding Trust Trustee holds the Holding Trust Assets (as defined herein) for the Issuer for the purpose of satisfying the obligations of the Issuer under this Indenture with respect the Notes issued hereunder in the event of an Automatic Delivery Event (as defined herein) in respect of such Notes.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of Notes by the Holders (as defined herein) thereof, it is mutually agreed, for the equal and rateable benefit of all Holders as follows:

ARTICLE ONE **INTERPRETATION**

Section 101. Definitions.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

"**Accounting Change**" has the meaning specified in Section 103(2).

"**Accounting Change Notice**" has the meaning specified in Section 103(2).

"**Additional Notes**" means the Notes of one or more series (other than the Series 1 Notes) issued by the Issuer under this Indenture.

"**Administrative Action**" means any judicial decision, administrative pronouncement, published or private ruling, regulatory procedure, rule, notice, announcement, assessment or

reassessment (including any notice or announcement of intent to adopt or issue such decision, pronouncement, ruling, procedure, rule, notice, announcement, assessment or reassessment).

"applicable law" means, in relation to any person, transaction or event, all applicable provisions of laws, statutes, rules, regulations, official directives, published guidelines, standards, codes of practice (regardless of whether such guidelines, standards and codes of practice have been promulgated by statute or regulation), treaties, ordinances, municipal bylaws, and orders of, and the terms of all judgments, orders, decrees, directives, awards and writs issued by any governmental authority by which such person is bound or which has application to the transaction or event in question.

"Attributable Debt" in respect of a Sale and Leaseback Transaction means, at the time of determination, the lease liability (as determined in accordance with GAAP) of the lessee during the remaining term of the Lease included in such Sale and Leaseback Transaction (including any period for which such Lease has been extended or may, at the option of the lessor, be extended).

"authenticated" means: (1) with respect to the issuance of any Definitive Notes or Global Notes in certificated form, a Note which has been authenticated by manual, facsimile or electronic signature of an authorized officer of the Indenture Trustee in accordance with Section 204, and (2) with respect to the issuance of any Notes or Global Notes in uncertificated form, a Note in respect of which the Indenture Trustee has completed Internal Procedures in accordance with Section 204, and the terms **"authenticate"**, **"authenticating"** and **"authentication"** have meanings correlative to the foregoing.

"Authenticating Agent" means any person authorized by the Indenture Trustee pursuant to Section 1213 to act on behalf of the Indenture Trustee to authenticate Notes.

"Authorized Officer" means any one of the President and Chief Executive Officer, the Senior Vice President Finance and Chief Financial Officer, the Senior Vice President, Operations or any other Senior Vice President or Vice President of the Issuer.

"Automatic Delivery Event" means, with respect to any series of Notes, the occurrence of any of the following:

(1) the making by the Issuer of a general assignment for the benefit of its creditors or a proposal (or the filing of a notice of its intention to do so) under the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada);

(2) any proceeding instituted by the Issuer seeking to adjudicate it a bankrupt or insolvent or, where the Issuer is insolvent, seeking liquidation, winding up, dissolution, reorganization, arrangement, adjustment, protection, relief or compromise of its debts under any law relating to bankruptcy or insolvency in Canada, or seeking the entry of an order for the appointment of a receiver, interim receiver, trustee or other similar official for the property and assets of the Issuer or any substantial part of its property and assets in circumstances where the Issuer is adjudged a bankrupt or insolvent under any law relating to bankruptcy or insolvency in Canada;

(3) a receiver, interim receiver, trustee or other similar official is appointed over the property and assets of the Issuer or for any substantial part of its property and assets by a court of competent jurisdiction in circumstances where the Issuer is adjudged a bankrupt or insolvent under any law relating to bankruptcy or insolvency in Canada; or

(4) any proceeding is instituted against the Issuer seeking to adjudicate it a bankrupt or insolvent or, where the Issuer is insolvent, seeking liquidation, winding up, dissolution, reorganization, arrangement, adjustment, protection, relief or compromise of its debts under any law relating to bankruptcy or insolvency in Canada, or seeking the entry of an order for the appointment of a receiver, interim receiver, trustee or other similar official for the property and assets of the Issuer or any substantial part of its property and assets in circumstances where the Issuer is adjudged a bankrupt or insolvent under any law relating to bankruptcy or insolvency in Canada, and either such proceeding has not been stayed or dismissed within 60 days of the institution of any such proceeding or the actions sought in such proceedings occur (including the entry of an order for relief against the Issuer or the appointment of a receiver, interim receiver, trustee, or other similar official for it or for the property and assets of the Issuer or any substantial part of its property and assets).

"Beneficial Holders" means (1) with respect to Global Notes, the beneficial owners of the Notes and (2) with respect to Definitive Notes, the Holders in whose names the Notes are registered.

"Bloomberg Screen GCAN5YR Page" means the display designated as page "GCAN5YR<INDEX>" on the Bloomberg Financial L.P. service (or such other page as may replace the GCAN5YR page on that service for purposes of displaying Government of Canada bond yields).

"Board of Directors" means the board of directors of the Issuer or any duly authorized committee of the board of directors of the Issuer, in each case as constituted from time to time.

"Board Resolution" means a copy of a resolution duly adopted by the Board of Directors, certified by an Authorized Officer or the Corporate Secretary of the Issuer to be in full force and effect on the date of such certification, and delivered to the Indenture Trustee.

"Business Day" means a day other than a Saturday, Sunday or other day on which banking institutions in the Province of Alberta or the Province of Ontario are authorized or required by law to close.

"Calculation Agent" has the meaning specified in Section 405.

"CDS" means CDS Clearing and Depository Services Inc.

"Consent Event" has the meaning specified in Section 1214.

"Corporate Trust Office" means the principal corporate trust office of the Indenture Trustee in Calgary, Alberta at which at any particular time its corporate trust business is administered, which, as of the date hereof, is located at #800, 324 - 8th Avenue S.W., Calgary, Alberta, T2P 2Z2.

"corporation" means a corporation, association, company, limited liability company, joint-stock company, business trust or other entity.

"Date of Issue" means, in respect of any series of Notes, the date on which Notes are originally issued under this Indenture.

"DBRS" means DBRS Morningstar or any successor thereof.

"deemed year" has the meaning specified in Section 212(4).

"Deferral Period" has the meaning specified in Section 406.

"Definitive Note" means a certificated Note (other than a Global Note) registered in the name of the Holder thereof and issued in accordance with the terms of this Indenture.

"Delivery Time" means, with respect to any series of Notes, the time upon which the applicable Holding Trust Assets are delivered in accordance with and subject to this Indenture and the Holding Trust Declaration of Trust in connection with the extinguishment of such series of Notes in accordance herewith and therewith;

"Depository" means, with respect to Notes issuable in whole or in part in the form of one or more Global Notes, CDS or such other person as any officer of the Issuer may from time to time designate and acceptable to the Indenture Trustee.

"Dividend Restricted Shares" means, collectively, the Common Shares of the Issuer and the Preference Shares of the Issuer.

"Event of Default" has the meaning specified in Section 701.

"Expiration Date" has the meaning specified in Section 106.

"Extraordinary Resolution" means a resolution passed as an extraordinary resolution by the affirmative votes of the Holders of at least 66⅔% in principal amount of Outstanding Notes represented and voting on a poll at a meeting of Holders duly convened for the purpose and held in accordance with the provisions of this Indenture.

"Financial Term" has the meaning specified in Section 103(2).

"Five Year Government of Canada Yield" means, with respect to the Series 1 Notes, as at any Series 1 Note Interest Reset Determination Date for a Series 1 Note Subsequent Fixed Rate Period, the bid yield to maturity on such date (assuming semi-annual compounding) of a Canadian dollar denominated non-callable Government of Canada bond with a term to maturity of five years as quoted as of 10:00 a.m. (Toronto time) on such date and which appears on the Bloomberg Screen GCAN5YR Page on such date, provided that, if such rate does not appear on the Bloomberg Screen GCAN5YR Page on such date, **"Five Year Government of Canada Yield"** means the average of the yields determined by two registered Canadian investment dealers (each of which is a member of the Investment Industry Regulatory Organization of Canada), selected by the Issuer, as being the yield to maturity (assuming semi-annual compounding) on such date at or about 10:00 am (Toronto time) which a Canadian dollar denominated non-callable Government of Canada bond would carry if issued in Canadian dollars at 100% of its principal amount on such date with a term to maturity of five years.

"GAAP" means generally accepted accounting principles established by the Chartered Professional Accountants of Canada, or any successor thereof, and includes the standards and interpretations adopted by the International Accounting Standards Board, which are in effect from time to time in Canada.

"Global Note" means a fully-registered global note, whether in certificated or uncertificated form, representing all or part of any series of Notes and held by, or on behalf of, the Depository through its book-entry only system.

"governmental authority" means, in relation to any person, transaction or event, any: (1) national, federal, provincial, state, county, municipal or local governmental body (whether

administrative, legislative, executive or otherwise), both domestic and foreign; (2) agency, authority, ministry, department, board, bureau, commission, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory, administrative or similar powers or functions of or pertaining to government; (3) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions; and (4) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, in each case having jurisdiction over such person, transaction or event.

"Guarantee" means any guarantee, undertaking to assume, endorse, agree (whether contingently or otherwise) to purchase or to provide funds for the payment of, or otherwise become liable in respect of, any obligation of any person, provided that the amount of each Guarantee is deemed to be the amount of the obligation guaranteed thereby or of the funding agreed to be provided thereunder, unless the Guarantee is limited to a determinable amount in which case the amount of such Guarantee is deemed to be the lesser of such determinable amount or the amount of such obligation or funding.

"Holder" means a person in whose name a Note is registered on the Note Register.

"Holders' Request" means an instrument signed in one or more counterparts by the Holders of not less than 25% in principal amount of the Outstanding Notes requesting the Indenture Trustee to take the action or proceeding specified therein.

"Holding Trust" has the meaning set forth in the recitals of this Indenture.

"Holding Trust Assets" means, collectively, the \$1,000.00 deposited and conveyed by the Issuer to the Holding Trust Trustee to settle the Holding Trust and the assets held by the Holding Trust, at any time and from time to time, with respect to each series of Notes, which, for each such series of Notes, may only be comprised of: (1) the Preferred Shares issued in connection with the issuance of such series of Notes (or the Preferred Share Subscription Price provided by the Issuer, which is to be used by the Holding Trust Trustee to subscribe for such Preferred Shares); (2) cash received from the redemption, or the purchase by the Issuer for cancellation, of such Preferred Shares; (3) interest earned on the Holding Trust Assets held by the Holding Trust Trustee with respect to such series of Notes; or (4) any combination thereof, depending on the circumstances.

"Holding Trust Declaration of Trust" has the meaning set forth in the recitals of this Indenture.

"Holding Trust Trustee" means Computershare Trust Company of Canada, until a successor person is appointed trustee for the Holding Trust pursuant to the applicable provisions of the Holding Trust Declaration of Trust, and thereafter **"Holding Trust Trustee"** means or includes each person who is then a trustee for the Holding Trust thereunder.

"Indebtedness" at any time means, without duplication:

- (1) indebtedness of the Issuer for borrowed money;
- (2) obligations of the Issuer arising pursuant to bankers' acceptance facilities, note purchase facilities and commercial paper programs, or the stated amount of letters of credit, letters of guarantee and surety bonds supporting obligations which would otherwise constitute Indebtedness within the meaning of this definition or indemnities issued in connection therewith,

(3) all obligations (whether or not with respect to the borrowing of money) that are evidenced by bonds, debentures, notes or other similar instruments of the Issuer;

(4) obligations of the Issuer under Guarantees, indemnities, assurances, legally binding comfort letters or other contingent obligations relating to the indebtedness or other obligations of any other person which would otherwise constitute Indebtedness within the meaning of this definition;

(5) all obligations secured by a Lien on any property of the Issuer, whether or not assumed by it;

(6) all obligations of the Issuer for or in respect of the deferred purchase or acquisition price of property or services (including all obligations secured by Purchase Money Security Interests) in excess of 90 days;

(7) Attributable Debt in respect of Sale and Leaseback Transactions; and

(8) all obligations of the Issuer to purchase any of the foregoing items or to advance or otherwise supply funds for payment of any of the foregoing of other entities; and excluding, for certainty, any amounts attributable to subsidiaries of the Issuer other than by reason of paragraph (4) of this definition.

"Indenture" means this instrument as originally executed and as it may from time to time be amended, modified, supplemented or restated by one or more Supplemental Indentures entered into pursuant to Article Thirteen. The term "Indenture" shall also include the terms of the Series 1 Notes established as contemplated by Article Four.

"Indenture Trustee" has the meaning set forth in the recitals of this Indenture, until a successor person becomes the Indenture Trustee pursuant to the applicable provisions of this Indenture, and thereafter **"Indenture Trustee"** means or includes each person who is then an Indenture Trustee hereunder.

"Ineligible Person" means (1) any person whose address is in, or whom the Issuer or its transfer agent has reason to believe is a resident of, any jurisdiction outside Canada to the extent that the issuance by the Issuer or delivery by its transfer agent to that person of Preferred Shares would require the Issuer to take any action to comply with securities or analogous laws of that jurisdiction or (2) any person to the extent that the issuance by the Issuer or delivery by its transfer agent to that person of Preferred Shares would cause the Issuer to be in violation of any law to which the Issuer is subject.

"Interest Payment Date" means, with respect to the Series 1 Notes, each Series 1 Note Interest Payment Date and, with respect to any other Notes, the dates on which interest is payable on such Notes as set out in this Indenture or in the Issuer Direction or Supplemental Indenture authorizing or providing for the issue thereof.

"Internal Procedures" has the meaning specified in Section 204.

"Issuer" has the meaning set forth in the recitals of this Indenture, until a Successor becomes the Issuer pursuant to the applicable provisions of this Indenture and, thereafter, **"Issuer"** means such Successor.

"Issuer Direction" or **"Issuer Order"** means a written direction or order signed in the name of and on behalf of the Issuer by any one Authorized Officer.

"Issuer Financial Statements" means consolidated financial statements of the Issuer, whether annual or interim, prepared in accordance with GAAP and the report(s) (if any) of the Issuer's Auditors thereon.

"Issuer's Auditors" means an independent firm or firms of accountants duly appointed as auditors of the Issuer.

"Lease" means any lease of property, real or personal, or any similar arrangement which would, in accordance with GAAP, be required to be classified and accounted for as a lease liability on a balance sheet of a lessee, where the lessee is the Issuer or a subsidiary.

"Liens" means with respect to any asset, any mortgage, lien (statutory or otherwise), hypothec, pledge, charge, security interest or encumbrance upon or with respect to any property of any kind, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement.

"LVTS" means Lynx, the high value electronic money payment system operated by Payments Canada and any successor thereof.

"Material Adverse Effect" means any event, circumstance, occurrence or change which materially impairs or has a material adverse effect on, or would reasonably be expected to materially impair or have a material adverse effect on: (1) the ability of the Issuer to repay the amounts outstanding under the Notes; (2) the ability of the Issuer to perform its other material obligations in respect of the Notes; or (3) the validity or enforceability of any material portion of this Indenture or the Notes or the priority of the Notes.

"Maturity Account" means an account or accounts required to be established by the Issuer (and which is maintained by and subject to the control of the Indenture Trustee) for Notes issued pursuant to and in accordance with this Indenture.

"Maturity Date" means, with respect to the Series 1 Notes, the Series 1 Note Maturity Date and, with respect to any other Notes, the maturity date as set out in this Indenture or in the Issuer Direction or Supplemental Indenture authorizing or providing for the issue thereof.

"NI 44-101" means National Instrument 44-101 – *Short Form Prospectus Distributions* of the Canadian Securities Administrators, as amended or replaced from time to time, and includes any instrument, blanket order, regulation or other determination of the Canadian Securities Administrators that amends, modifies, replaces or supersedes such National Instrument, in whole or in part.

"Note Register" and **"Note Registrar"** have the respective meanings specified in Section 205.

"Notes" means any series of subordinated notes of the Issuer created, issued, authenticated and delivered from time to time under this Indenture, including the Series 1 Notes, and **"Note"** has the corresponding singular meaning.

"Officer's Certificate" means a certificate signed by one Authorized Officer in their capacity as an officer of the Issuer and not in their personal capacity.

"Opinion of Counsel" means a written opinion (which may contain customary qualifications) of counsel, who may be counsel for the Issuer, including an employee of the Issuer, and who is acceptable to the Indenture Trustee, acting reasonably.

"Outstanding", when used with respect to Notes, means, as of the date of determination, all Notes theretofore issued, authenticated and delivered under this Indenture, except:

(1) Notes theretofore cancelled by the Indenture Trustee or delivered to the Indenture Trustee for cancellation;

(2) Notes for which payment in the necessary amount has been theretofore deposited with the Indenture Trustee or any Paying Agent (other than the Issuer) in trust or set aside and segregated in trust by the Issuer (if the Issuer shall act as its own Paying Agent) for the Holders of such Notes, provided that, if such Notes are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Indenture Trustee has been made; and

(3) Notes that have been paid pursuant to Section 214 or Section 305 or in exchange or substitution for or in lieu of which other Notes have been authenticated and delivered pursuant to this Indenture, other than any such Notes in respect of which there shall have been presented to the Indenture Trustee proof satisfactory to it that such Notes are held by a purchaser for which such Notes are valid obligations of the Issuer,

provided, however, that:

(1) when a new Note has been issued in exchange or substitution for a Note which has been mutilated, destroyed, lost or stolen only one of such Notes is counted for the purpose of determining the aggregate principal amount of Outstanding Notes;

(2) Notes which have been partially redeemed or purchased are deemed to be Outstanding only to the extent of the unredeemed or unpurchased part of the principal amount thereof; and

(3) for the purposes of any provision of this Indenture entitling Holders of Outstanding Notes to vote, sign consents, resolutions, requisitions or other instruments or take any other action under this Indenture, or to constitute a quorum of any meeting of Holders, Notes owned directly or indirectly, legally or equitably, by the Issuer, any of its subsidiaries or the Holding Trust are disregarded (unless the Issuer, one or more of its subsidiaries or the Holding Trust are the only Holders (or Beneficial Holders) of the Outstanding Notes at the time, in which case they are not disregarded), except that:

(a) for the purpose of determining whether the Indenture Trustee is protected in relying on any such vote, consent, resolution, requisition or other instrument or action, or on the Holders of the Outstanding Notes present or represented at any meeting of Holders, only the Notes for which the Indenture Trustee has received an Officer's Certificate are so disregarded; and

(b) Notes owned which have been pledged in good faith other than to the Issuer or any of its subsidiaries are not so disregarded, if the pledgee established, to the satisfaction of the Indenture Trustee, the pledgee's right to vote such Outstanding Notes, sign consents, requisitions, resolutions or other instruments or take such other actions in such pledgee's discretion free from the control of the Issuer or any of its subsidiaries.

"Parity Notes" means any class or series of Indebtedness of the Issuer currently outstanding or hereafter created which ranks on a parity with the Series 1 Notes as to distributions upon liquidation, dissolution or winding up.

"Participants" means participants in the book-entry system of the Depository who have an interest in Notes.

"Paying Agent" means any person authorized by the Issuer to pay the principal amount of, interest on or redemption price of any Notes on behalf of the Issuer and may be the Issuer acting in such capacity.

"person" means any individual (including the heirs, executors, administrators or other legal representatives of such individual), general partnership, limited partnership, joint venture, syndicate, sole proprietorship, company, corporation or other body corporate with or without share capital, joint stock company, association, trust, trust company, bank, pension fund, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority, department or political subdivision thereof, or other organization or entity, whether or not a legal entity, however designated or constituted.

"Place of Payment" means, when used with respect to the Notes, the place or places where the principal amount of, interest on and redemption price for, as applicable, the Notes are payable as contemplated by Section 214, Section 215 or Section 305.

"Preference Shares" means the class of Preference Shares of the Issuer that may be issued from time to time in one or more series, including Preferred Shares.

"Preferred Share Subscription Price" means cash in the amount of the aggregate subscription price for the Preferred Shares that will be issued by the Issuer in connection with the issuance of each series of Notes;

"Preferred Share Redemption" means any redemption by the Issuer of Preferred Shares held by the Holding Trust Trustee, in its capacity as trustee for the Holding Trust, in accordance with the terms of such Preferred Shares.

"Preferred Share Voting Event" has the meaning specified in Section 1214.

"Preferred Shares" means any series of Preference Shares of the Issuer that may be issued from time to time by the Issuer to the Holding Trust Trustee, in its capacity as trustee for the Holding Trust, in connection with the issuance of any series of Notes hereunder, including the Series 2022-A Preferred Shares issued in connection with the issuance of the Series 1 Notes hereunder.

"Purchase Money Security Interest" means: (1) a Lien taken or reserved in property to secure payment of all or part of its purchase price; and (2) a Lien taken in property by a person who gives value for the purpose of enabling the Issuer to acquire rights in such property, to the extent that the value is applied to acquire those rights, but does not include a capital lease or an operating lease.

"Rating Event" means the amount of equity credit assigned to any series of Notes by DBRS, S&P or any other designated rating organization (as defined in NI 44-101), as applicable, has been reduced due to an amendment to, clarification of or change in the methodology or criteria employed by DBRS, S&P or any other designated rating organization (as defined in NI 44-101), as applicable, for the purposes of assigning equity credit to securities such as the Notes of such

series that was effective on the date on which such equity credit was initially assigned to such series of Notes.

"Record Date" means, when used with respect to the interest payable on any Interest Payment Date on the Notes, the date which is five Business Days immediately preceding the applicable Interest Payment Date.

"Redemption Date" means, with respect to the Series 1 Notes, the Series 1 Note Redemption Date and, with respect to any other Notes, the redemption date as set out in this Indenture or in the Issuer Direction or Supplemental Indenture authorizing or providing for the issue thereof.

"Responsible Officer" means, when used with respect to the Indenture Trustee, any officer of the Indenture Trustee with direct responsibility for administration of this Indenture and also means, with respect to a particular corporate trust matter, any other officer of the Indenture Trustee to whom such matter is referred as a result of such officer's knowledge of and familiarity with the particular subject.

"Sale and Leaseback Transaction" means an arrangement under which title to any property or asset, or an interest therein, is transferred by a person (the **"First Person"**) to some other person who leases or otherwise gives or grants the right to use such property or asset or interest therein to the First Person, whether or not in connection therewith the First Person also acquires a right or is subject to an obligation to re-acquire the property, asset or interest, and regardless of the accounting treatment of the arrangement.

"S&P" means S&P Global Ratings or any successor thereof.

"Senior Creditor" means a holder or holders of Senior Indebtedness and includes any representative or representatives or trustee or trustees of any such holder and such other lenders providing advances to the Issuer pursuant to Senior Indebtedness.

"Senior Indebtedness" means all Indebtedness of the Issuer other than Subordinated Indebtedness.

"Serial Meeting" has the meaning specified in Section 1016(1).

"Series 1 Note Initial Fixed Rate Period" means, with respect to the Series 1 Notes, the period from, and including, September 9, 2022 to, but excluding, September 9, 2032.

"Series 1 Note Interest Payment Date" has the meaning specified in Section 404.

"Series 1 Note Interest Reset Date" means, with respect to the Series 1 Notes, September 9, 2032 and every fifth anniversary of such date thereafter.

"Series 1 Note Interest Reset Determination Date" means, with respect to the Series 1 Notes, for any Series 1 Note Subsequent Fixed Rate Period, the date that is one Business Day prior to the first day of such Series 1 Note Subsequent Fixed Rate Period.

"Series 1 Note Mandatory Redemption" has the meaning specified in Section 410.
"Series 1 Note Mandatory Redemption Date" has the meaning specified in Section 410 .

"Series 1 Note Maturity Date" has the meaning specified in Section 403.

"Series 1 Note Optional Redemption" has the meaning specified in Section 408.

"Series 1 Note Optional Redemption Date" has the meaning specified in Section 408.

"Series 1 Note Redemption Date", when used with respect to any Series 1 Note to be redeemed, means (1) a Series 1 Note Optional Redemption Date, (2) a Series 1 Note Mandatory Redemption Date or (3) a Series 1 Note Special Event Redemption Date, as applicable.

"Series 1 Note Redemption Price", when used with respect to any Series 1 Note to be redeemed, means:

(1) in the case of a Series 1 Note Optional Redemption, a redemption price per \$1,000 principal amount equal to 100% of the principal amount, together with accrued and unpaid (including deferred, as applicable) interest on the Series 1 Note to, but excluding, the applicable Series 1 Note Redemption Date;

(2) in the case of a Series 1 Note Mandatory Redemption, a redemption price per \$1,000 principal amount equal to 100% of the principal amount, together with accrued and unpaid (including deferred, as applicable) interest on the Series 1 Note to, but excluding, the applicable Series 1 Note Redemption Date;

(3) in the case of a Series 1 Note Special Event Redemption as a result of a Rating Event, a redemption price per \$1,000 principal amount equal to 102% of the principal amount, together with accrued and unpaid (including deferred, as applicable) interest on the Series 1 Note to, but excluding, the applicable Series 1 Note Redemption Date; and

(4) in the case of a Series 1 Note Special Event Redemption as a result of a Tax Event, a redemption price per \$1,000 principal amount equal to 100% of the principal amount, together with accrued and unpaid (including deferred, as applicable) interest on the Series 1 Note to, but excluding, the applicable Series 1 Note Redemption Date.

"Series 1 Note Special Event Redemption" has the meaning specified in Section 409.

"Series 1 Note Special Event Redemption Date" has the meaning specified in Section 409.

"Series 1 Note Subsequent Fixed Rate Period" means, with respect to the Series 1 Notes, the period from, and including, the initial Series 1 Note Interest Reset Date to, but excluding, the next Series 1 Note Interest Reset Date and each five-year period thereafter from, and including, the most recent Series 1 Note Interest Reset Date to, but excluding, the next Series 1 Note Interest Reset Date (or the Series 1 Note Maturity Date, as applicable).

"Series 1 Notes" means the 7.95% Fixed-to-Fixed Rate Subordinated Notes, Series 1 due September 9, 2082 issued hereunder.

"Series 2022-A Preferred Shares" means the series of Preference Shares, being the 350,000 Cumulative Redeemable Fixed-to-Fixed Rate Preference Shares, Series 2022-A of the Issuer, created and issued in connection with the issuance of the Series 1 Notes hereunder.

"Subordinated Indebtedness" means non-recourse Indebtedness, the Notes and any other Indebtedness which by its terms ranks subordinate in right of payment to Senior Indebtedness or equally in right of payment with, or subordinate to, the Notes.

"Successor" has the meaning specified in Section 1101(1).

"Supplemental Indenture" means an indenture supplemental to this Indenture entered into pursuant to Article Thirteen.

"surrender" or **"delivery"** of a Note by a Holder means: (1) with respect to any Definitive Notes or Global Notes in certificated form, delivery of the certificates representing such Notes, and (2) with respect to any Notes or Global Notes in uncertificated form, delivery of a written order signed by the Holder or Holders entitled to request that one or more actions be taken in such form as may be reasonably acceptable to the Indenture Trustee in accordance with its Internal Procedures requesting one or more such actions to be taken in respect of such uncertificated Note, and the terms **"surrendered"** and **"delivered"** have meanings correlative to the foregoing.

"Tax Event" means the Issuer or the Holding Trust Trustee, as the case may be, has received an opinion of independent counsel of a nationally recognized law firm in Canada or the United States experienced in such matters (who may be counsel to the Issuer) to the effect that, as a result of:

- (1) any amendment to, clarification of or change (including any announced prospective change) in the laws, or any regulations thereunder, or any application or interpretation thereof, of Canada or the United States, or any political subdivision or taxing authority thereof or therein, affecting taxation;
- (2) any Administrative Action; or
- (3) any amendment to, clarification of or change (including any announced prospective change) in the official position with respect to or the interpretation of any Administrative Action or any interpretation or pronouncement that provides for a position with respect to such Administrative Action that differs from the theretofore generally accepted position,

in each case, by any legislative body, court, governmental authority or agency, regulatory body or taxing authority, irrespective of the manner in which such amendment, clarification, change, Administrative Action, interpretation or pronouncement is made known, which amendment, clarification, change or Administrative Action is effective or which interpretation, pronouncement or Administrative Action is announced on or after the Date of Issue of any series of Notes, there is more than an insubstantial risk (assuming any proposed or announced amendment, clarification, change, interpretation, pronouncement or Administrative Action is effective and applicable) that: (a) the Issuer or the Holding Trust is, or may be, subject to more than a *de minimis* amount of additional taxes, duties or other governmental charges or civil liabilities because the treatment of any of its items of income, taxable income, expense, deduction of expense, taxable capital or taxable paid-up capital with respect to such Notes (including the treatment by the Issuer of interest on such Notes and the deductibility of such interest) or the Preferred Shares issued in connection with the issuance of such Notes (including dividends thereon) or other assets of the Holding Trust or the Holding Trust Trustee, as or as would be reflected in any tax return or form filed, to be filed, or otherwise could have been filed, will not be respected by a taxing authority; or (b) the Holding Trust is, or will be, subject to more than a *de minimis* amount of taxes, duties or other governmental charges or civil liabilities.

Section 102. Expanded Meanings and Interpretation.

In this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(1) words importing the masculine gender include the feminine and neuter genders, and words in the singular include the plural, and vice versa, wherever the context requires;

(2) the division of this instrument into Articles, Sections, Subsections, Clauses, sub (or other portions or subdivision), the provision of a table of contents and the insertion of headings are for convenience of reference only and are not to be considered in the construction or interpretation of this instrument;

(3) any reference to an "**Article**", "**Section**", "**Clause**", "**subclause**", "**paragraph**", "**Exhibit**" or "**Schedule**", or other portion or subdivision, is a reference to the designated Article, Section, Clause, subclause, paragraph, Exhibit, Schedule, or other portion or subdivision, as applicable, of this Indenture;

(4) references to "**this Indenture**", "**hereto**", "**herein**", "**hereof**", "**hereby**", "**hereunder**" and similar expressions refer to this instrument and not to any particular Article, Section, Clause, subclause, paragraph, Exhibit, Schedule, or other portion or subdivision, unless the context so requires, and such interpretation is to apply in any securities certificates issued hereunder and any and every other instrument supplemental or ancillary hereto;

(5) any reference to a statute or regulatory instrument adopted by a governmental authority is deemed to be a reference to that statute or regulatory instrument as in force from time to time, and includes and is deemed to be a reference to the regulations, rules, policy statements, orders, written guidelines or instruments made pursuant to it, and to all amendments made to the statute, regulatory instrument, regulations, rules, policy statements, orders, guidelines or instruments in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute or regulatory instrument referred to or the relevant regulation, rule, policy, order guideline or instrument thereunder;

(6) any reference to a person includes and is deemed to be a reference to any person that is a successor to that person;

(7) the words "**include**", "**includes**", or "**including**", when following any general term or statement, are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather are to be interpreted as permitting it to refer to all other items or matters that could reasonably fall within its broadest possible scope, whether or not non-limiting language (such as "without limitation", "without limiting the generality of the foregoing", "but not limited to" or words of similar import) is used in connection therewith;

(8) the terms "**in writing**" or "**written**" include printing, typewriting, or any electronic means of communication by which words are capable of being visually reproduced at a distant point of reception, including by facsimile and email transmissions;

(9) the word "**or**" is not exclusive; and

(10) all references to dollars and \$ mean Canadian dollars, unless otherwise indicated.

Section 103. Accounting Terms; Changes in GAAP.

(1) Each accounting term used in this Indenture, unless otherwise defined herein, has the meaning assigned to it under GAAP, applied consistently throughout the relevant period and relevant prior periods.

(2) If there occurs a material change in GAAP and such change would require disclosure under GAAP in the Issuer Financial Statements and would cause an amount required to be determined for the purposes of any of the financial calculations or financial terms under this Indenture (each, a "**Financial Term**") to be materially different than the amount that would be determined without giving effect to such change, the Issuer shall notify the Indenture Trustee of such change (an "**Accounting Change**"). Such notice (an "**Accounting Change Notice**") shall describe the nature of the Accounting Change, its effect on the current and immediately prior year's Issuer Financial Statements in accordance with GAAP and state whether the Issuer desires to revise the method of calculating the applicable Financial Term (including the revision of any of the defined terms used in the determination of such Financial Term) in order that amounts determined after giving effect to such Accounting Change and the revised method of calculating such Financial Term will be substantially the same as the amount that would be determined without giving effect to such Accounting Change and without giving effect to the revised method of calculating such Financial Term. The Accounting Change Notice shall be delivered to the Indenture Trustee within 90 days of the end of the fiscal quarter in which the Accounting Change is implemented or, if such Accounting Change is implemented in the fourth fiscal quarter or in respect of an entire fiscal year, within 120 days of the end of such fiscal year. Promptly after receipt from the Issuer of an Accounting Change Notice, the Indenture Trustee shall deliver to each Holder a copy of such notice.

(3) If the Issuer so indicates that it wishes to revise the method of calculating a Financial Term in accordance with the foregoing, the Issuer shall in good faith provide to the Indenture Trustee the revised method of calculating the Financial Term within 90 days of the Accounting Change Notice and such revised method shall take effect from the date of the Accounting Change Notice. For greater certainty, if no notice of a desire to revise the method of calculating the Financial Term in respect of an Accounting Change is given by the Issuer within the applicable time period described above, the method of calculating the Financial Term shall not be revised in response to such Accounting Change and all amounts to be determined pursuant to the Financial Term shall be determined without giving effect to such Accounting Change.

Section 104. Compliance Certificates and Opinions.

Upon any application or request by the Issuer to the Indenture Trustee to take any action under any provision of this Indenture, the Issuer shall furnish to the Indenture Trustee such certificates, reports and opinions as may be required under this Indenture or by the Indenture Trustee, acting reasonably. Each such certificate, report or opinion shall be given in the form of (1) an Officer's Certificate, if to be given by an officer of the Issuer, (2) an Opinion of Counsel, if to be given by counsel, or (3) an auditor's opinion or report, if to be given by the Issuer's Auditors, and shall comply with the requirements set forth in this Indenture.

Every certificate, report or opinion with respect to compliance with a condition or covenant provided pursuant to this Indenture (except for certificates provided pursuant to Section 504) shall include:

- (1) a statement that each individual signing such certificate or opinion has read and understands such covenant or condition and the definitions herein relating thereto;
- (2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;
- (3) a statement that, in the opinion of each such individual, such individual has made such examination or investigation as is reasonably necessary to enable the individual to express an informed opinion as to whether or not such covenant or condition has been complied with; and
- (4) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

Upon the demand of the Indenture Trustee, the Issuer shall furnish the Indenture Trustee with evidence in such form as the Indenture Trustee may reasonably require as to compliance with any condition relating to any action required or permitted to be taken by the Issuer under the Indenture or as a result of any obligation imposed by the Indenture.

Section 105. Form of Documents Delivered to Indenture Trustee.

In any case where several matters are required to be certified by, or addressed by an opinion of, any specified person, it is not necessary that all such matters be certified by, or addressed by the opinion of, only one such person, or that they be so certified or addressed by only one document, but one such person may certify or give an opinion with respect to certain matters and one or more other such persons may certify or give an opinion with respect to other matters, and any such person may certify or give an opinion with respect to such matters in one or more documents.

Any certificate or opinion of an officer of the Issuer may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which such certificate or opinion is based are erroneous. Any such certificate or opinion of counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Issuer stating that the information with respect to such factual matters is in the possession of the Issuer, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate, opinion or representations with respect to such matters are erroneous.

Where any person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

Section 106. Record Dates.

For the purposes of this Indenture, the ownership of Notes is conclusively established by the Note Register.

The Issuer may set any day as a record date for the purpose of determining the Holders of Outstanding Notes entitled to give, make or take any request, demand, authorization, direction, notice, consent, waiver or other action provided or permitted by this Indenture to be given, made or taken by the Holders, provided that the Issuer may not set a record date for, and the provisions of this paragraph do not apply with respect to, the giving or making of any notice, declaration, request or direction referred to in the next paragraph. If any record date is set pursuant to this paragraph, the Holders of Outstanding Notes on such record date, and no other Holders, are entitled to take the relevant action, whether or not such Holders remain Holders after such record date, provided that no such action is effective hereunder unless taken on or prior to the applicable Expiration Date by Holders of the requisite principal amount of Outstanding Notes on such record date. Nothing in this paragraph shall be construed to prevent the Issuer from setting a new record date for any action for which a record date has previously been set pursuant to this paragraph (whereupon the record date previously set shall automatically and with no action by any person be cancelled and of no effect), and nothing in this paragraph shall be construed to render ineffective any action taken by Holders of the requisite principal amount of Outstanding Notes on the date such action is taken. Promptly after any record date is set pursuant to this paragraph, the Issuer, at its own expense, shall cause notice of such record date, the proposed action by Holders and the applicable Expiration Date to be given to the Indenture Trustee in writing and to each Holder in the manner set forth in Section 1502.

The Indenture Trustee may set any day as a record date for the purpose of determining the Holders of Outstanding Notes entitled to join in the giving or making of (1) any request to institute proceedings referred to in Section 705(2) with respect to the Notes or (2) any direction referred to in Section 1214 in respect of a Preferred Share Voting Event or a Consent Event. If any record date is set pursuant to this paragraph, the Holders of Outstanding Notes on such record date, and no other Holders, are entitled to join in such request or direction, whether or not such Holders remain Holders after such record date, provided that no such action is effective hereunder unless taken on or prior to the applicable Expiration Date by Holders of the requisite principal amount of Outstanding Notes on such record date. Nothing in this paragraph shall be construed to prevent the Indenture Trustee from setting a new record date for any action for which a record date has previously been set pursuant to this paragraph (whereupon the record date previously set shall automatically and with no action by any person be cancelled and of no effect), and nothing in this paragraph shall be construed to render ineffective any action taken by Holders of the requisite principal amount of Outstanding Notes on the date such action is taken. Promptly after any record date is set pursuant to this paragraph, the Indenture Trustee, at the Issuer's expense, shall cause notice of such record date, the proposed action by Holders and the applicable Expiration Date to be given to the Issuer in writing and to each Holder in the manner set forth in Section 1502.

Unless otherwise specified, the applicable time on any record date established pursuant to this Indenture is the close of business on any such record date.

With respect to any record date set pursuant to this Section 106, the party hereto that sets such record date may designate any day as the "**Expiration Date**" and from time to time may change the Expiration Date to any earlier or later day, provided that no such change is effective unless notice of the proposed new Expiration Date is given to the other party hereto in writing and to each Holder in the manner set forth in Section 1502 on or prior to the existing Expiration Date. If an Expiration Date is not designated with respect to any record date set pursuant to this Section 106, the party hereto that set such record date is deemed to have initially designated the

date which is 180 days after such record date as the Expiration Date with respect thereto, subject to such party's right to change the Expiration Date as provided in this paragraph.

Without limiting the foregoing, a Holder entitled hereunder to take any action hereunder with regard to any Note may do so with regard to all or any part of the principal amount of such Note or by one or more duly appointed agents each of which may do so pursuant to such appointment with regard to all or any part of such principal amount of such Note.

Section 107. Successors and Assigns.

All covenants and agreements in this Indenture or in the Notes of the Issuer bind its successors and assigns, whether so expressed or not. All of the obligations, duties and responsibilities in this Indenture or in the Notes of the Indenture Trustee bind its successors and assigns, whether so expressed or not.

Section 108. Severability.

In case any provision in this Indenture or in the Notes is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions are not in any way affected or impaired thereby.

Section 109. Benefits of Indenture.

Nothing in this Indenture or in the Notes, express or implied, gives to any person, other than the parties hereto and their successors hereunder, any Paying Agent and the Holders, any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 110. Governing Law.

This Indenture and the Notes are to be interpreted and governed by, and construed in accordance with, the applicable law of the Province of Alberta and the federal laws of Canada applicable therein and are to be treated in all respects as Alberta contracts. Any and all disputes arising under this Declaration of Trust, whether as to interpretation, performance or otherwise, are subject to the exclusive jurisdiction of the courts of the Province of Alberta. The parties hereto, including all Holders, hereby irrevocably submit and attorn to the jurisdiction of the courts of the Province of Alberta.

Section 111. Time.

In this Indenture and the Notes, unless otherwise expressly provided or unless the context otherwise requires:

(1) time is of the essence;

(2) notwithstanding Clause (1), if any day on which any amount is to be determined or any action is required to be taken hereunder is not a Business Day, then, notwithstanding any other provision of this Indenture or of any Note, such amount is to be determined or such action is to be required to be taken at or before the requisite time on the next succeeding day that is a Business Day. Without limiting the generality of the foregoing, in any case where any Interest Payment Date, Maturity Date or Redemption Date of any Note is not a Business Day at any Place of Payment, then, notwithstanding any other provision of this Indenture or of the Notes (other than a provision of any Note which specifically states that such provision applies in lieu of this Section 111), payment of interest or principal amount or the redemption price, as applicable, need not be made at

such Place of Payment on such date, but shall be made on the next Business Day at such Place of Payment with the same force and effect as if made on the stipulated Interest Payment Date, Maturity Date or Redemption Date, provided, however, that no interest accrues for the period from and after such Interest Payment Date, Maturity Date or Redemption Date, as applicable, to the date of such payment; and

(3) a reference to time or date is to the local time or date in Edmonton, Alberta, unless specifically indicated otherwise.

ARTICLE TWO

THE NOTES

Section 201. Limitation on Issuance.

The aggregate principal amount of Notes authorized to be issued and certified under this Indenture is unlimited, provided, however, that the Notes may be issued under this Indenture only upon and subject to the conditions and limitations herein.

Section 202. Creation and Issuance of Notes.

The Notes may be issued in one or more series. There shall be established herein or in or pursuant to one or more Board Resolutions (and to the extent established pursuant to, rather than set forth in, a Board Resolution, an Issuer Direction detailing such establishment) or established in one or more Supplemental Indentures, prior to the initial issuance of Notes of any particular series:

(1) the designation of the Notes of the series (which need not include the term "Notes"), which distinguishes the Notes of the series from the Notes of all other series;

(2) any limit upon the aggregate principal amount of the Notes of the series that may be authenticated and delivered under this Indenture (except for Notes authenticated and delivered upon registration or transfer of, or in exchange for, or in lieu of, other Notes pursuant to Section 208, Section 209, Section 211 Section 216 and Section 1304 of this Indenture and except for Notes which, pursuant to Section 204, are deemed to never have been authenticated and delivered under this Indenture);

(3) the date or dates, or the method by which such date or dates will be determined or extended, on which the principal of the Notes of the series is payable;

(4) the rate or rates at which the Notes of the series shall bear interest, if any, the date or dates from which such interest shall accrue, on which such interest is payable and on which a record, if any, shall be taken for the determination of Holders to whom such interest is payable or the method or methods by which such rate or rates or date or dates are determined;

(5) the Place of Payment where the principal amount of, interest on or the redemption price for, as applicable, the Notes of the series is payable or where any Notes of the series may be surrendered for registration of transfer or exchange and, if different than the location specified in Section 1501, the place or places where notices or demands to or upon the Issuer in respect of the Notes of the series and this Indenture may be served;

(6) except to the extent otherwise provided herein, the right, if any, of the Issuer to redeem Notes of the series, in whole or in part, at its option and the price or prices at

which, the period or periods within which and any terms and conditions upon which Notes of the series may be redeemed, pursuant to any sinking fund or otherwise;

(7) the obligation, if any, of the Issuer to redeem, purchase or repay Notes of the series pursuant to any mandatory redemption, sinking fund or analogous provisions or at the option of a Holder thereof and the price or prices at which, the period or periods within which, the date or dates on which and any terms and conditions upon which Notes of the series are redeemed, purchased or repaid, in whole or in part, pursuant to such obligation;

(8) if other than denominations of \$1,000 and any integral multiple thereof, the denominations in which Notes of the series are issuable;

(9) any trustees, Depositories, Authenticating Agents, Paying Agents, transfer agents or registrars or any other agents with respect to the Notes of the series;

(10) whether and the circumstances under which the Notes of the series will be convertible into or exchangeable for securities of any person;

(11) the form and terms of the Notes of the series;

(12) if other than Canadian currency, the currency or currency unit in which the Notes of the series are issuable or payable and any provisions with respect to exchange rates and an exchange rate agent; and

(13) any other terms of the Notes of the series (which terms shall not, unless set forth in a Supplemental Indenture, be inconsistent with the provisions of this Indenture).

The Notes of any series may be of different denominations and forms and may contain such variations of tenor and effect, not inconsistent with the provisions of this Indenture, as are incidental to such differences of denomination and form, including variations in the provisions for the exchange of Notes of different denominations or forms and in the provisions for the registration or transfer of Notes, and any series of Notes may consist of Notes having different dates of issue, different Maturity Dates, different terms and conditions, different rates of interest or different redemption prices, if any, or different sinking fund provisions, if any, carrying the benefit of a sinking fund and partly of Notes with no sinking fund provided therefor.

Subject to the foregoing provisions and subject to any limitation as to the maximum principal amount of Notes of any particular series, any of the Notes may be issued as part of any series of Notes previously issued, in which case, other than as provided in an Issuer Direction with respect thereto, they shall bear the same designation and designating letters or numbers as have been applied to such similar prior issue of Notes and shall be numbered consecutively upwards in respect of each denomination of Notes in similar manner and following the numbers of the Notes of such prior issue.

Before the issue of any Additional Notes of any series, the Issuer may execute and deliver to the Indenture Trustee a Supplemental Indenture for the purpose of establishing the terms thereof and the forms, if any, and denominations in which they may be issued, and the appointment of any Depository or any Paying Agent, and the Indenture Trustee shall execute and deliver such Supplemental Indenture pursuant to Article Thirteen.

Whenever any series of Additional Notes shall have been authorized as aforesaid, such Additional Notes may be from time to time executed by the Issuer and delivered to the Indenture

Trustee and the Indenture Trustee shall authenticate and deliver such Additional Notes to or to the order of the Issuer upon receipt by and deposit with the Indenture Trustee of the following:

- (1) an Officer's Certificate certifying that no Event of Default has occurred which is continuing and that the Issuer has complied with all the requirements of this Indenture in connection with the issue of the Additional Notes in respect of which authentication is requested;
- (2) an Issuer Direction for the authentication and delivery of a specified principal amount of Additional Notes; and
- (3) an Opinion of Counsel stating that all requirements imposed by this Indenture or by law in connection with the proposed issue of Additional Notes have been complied with by the Issuer.

No Additional Notes are to be authenticated or delivered by the Indenture Trustee hereunder if, to the knowledge of the Indenture Trustee, an Event of Default has occurred and is continuing.

Section 203. Form of Notes.

The Notes may have such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture and may have such letters, numbers or other marks of identification and such notations, legends or endorsements placed thereon as may be required by law or to comply with the rules of any securities exchange or Depository therefor.

All Notes which may at any time be issued under this Indenture and the certificate of authentication of the Indenture Trustee on such Notes may be in English or any other language or languages or any combination thereof, and may be in the form or forms provided in any Supplemental Indenture or in such other language or languages and in such form or forms as the Board of Directors determines at the Date of Issue of any Additional Notes, as approved by the Indenture Trustee, the approval of which will be conclusively evidenced by its authentication of the Notes.

If any provision of the Notes in a language other than English is susceptible of an interpretation different from the equivalent provision of the English language, the interpretation of such provision in the English language will be determinative.

The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Indenture and the Issuer and the Indenture Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby, provided, however, that, to the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern.

The Notes may be typed, engraved, printed, lithographed or reproduced in a different form, or partly in one form and partly in another, as the Issuer may determine. The execution of any such Notes by the Issuer and the authentication by the Indenture Trustee of any such Notes will be conclusive evidence that such Notes are Notes authorized by this Indenture.

In the case of Definitive Notes or Global Notes in certificated form, such Notes and the Indenture Trustee's certificate of authentication thereon shall be substantially in the form attached as Exhibit A hereto, or as may, consistent herewith, be determined by the officers executing the

Notes (by manual, facsimile or electronic format signature), as conclusively evidenced by their execution thereof.

Certificated Notes may be produced in any manner, as determined by the officers executing such Notes, as evidenced by their execution of such Notes.

Section 204. Execution, Authentication, Delivery and Dating.

Any certificates representing Notes shall be executed on behalf of the Issuer by any one Authorized Officer.

The signature of any of such officer on the certificated Notes may be manual, facsimile or electronic format.

Certificated Notes bearing the manual, facsimile or electronic format signatures of an individual who was at the time of execution thereof an Authorized Officer of the Issuer shall bind the Issuer, notwithstanding that such individual has ceased to hold such office(s) prior to the authentication and delivery of such Notes or did not hold such office(s) at the date of such Notes.

At any time and from time to time after the execution and delivery of this Indenture, the Issuer may deliver an Issuer Order for the authentication and delivery of Notes to the Indenture Trustee, together with, in the case of certificated Notes, certificates representing such Notes executed by the Issuer for authentication by the Indenture Trustee, and the Indenture Trustee in accordance with the Issuer Order shall authenticate and deliver, or cause to be authenticated and delivered on its behalf, such Notes in compliance with its applicable internal rules and policies.

Each Note shall be dated the date of its authentication.

No Note carries any entitlement to any right or benefit under this Indenture or is valid or binding for any purpose unless such Note has been authenticated by or on behalf of the Indenture Trustee in accordance with the following:

(1) In the case of certificated Notes, there appears on such Note a certificate of authentication substantially in the form provided for herein executed by the Indenture Trustee by manual, facsimile or electronic signature in accordance with the Indenture Trustee's applicable internal rules and policies, and such certificate upon any Note is conclusive evidence, and the only evidence, that such Note has been duly authenticated and delivered hereunder and that the Holder thereof is entitled to the benefits hereunder. Notwithstanding the foregoing, if any Note in certificated form shall have been authenticated and delivered hereunder but never issued and sold by the Issuer, and the Issuer shall deliver such Note to the Indenture Trustee for cancellation as provided in Section 218, for all purposes of this Indenture such Note shall be deemed never to have been authenticated and delivered hereunder and shall never be entitled to the benefits under this Indenture.

(2) In the case of uncertificated Notes, such Notes shall, for all purposes of the Indenture, be deemed to have been duly authenticated by or on behalf of the Indenture Trustee, if the Indenture Trustee has, in respect of such Notes, completed all Internal Procedures such that the particulars of such Notes as required by Section 205 are entered in the applicable register referred to in Section 205, and such authentication shall be conclusive evidence, and the only evidence, that such uncertificated Notes have been duly authenticated and issued and that the Holder thereof is entitled to the benefits hereunder.

For this purpose, "**Internal Procedures**" means, in respect of the making of any one or more entries to, changes in or deletions of any one or more entries in the registers referred to in Section 205 at any time, the Indenture Trustee's internal procedures customary at such time in order to complete (or cause the completion of) the entry, change or deletion made under the operating procedures followed at such time by the Indenture Trustee.

The certificate by or on behalf of the Indenture Trustee authenticating Notes will not be construed as a representation or warranty of the Indenture Trustee as to the validity or sufficiency of this Indenture or of any Notes or its issuance (except the due certification thereof by the Indenture Trustee) or as to the performance by the Issuer of its obligations under this Indenture or the Notes and the Indenture Trustee is not accountable for the use or application by the Issuer of such Notes or the proceeds thereof. The certificate by or on behalf of the Indenture Trustee on Notes issued under this Indenture will constitute a representation and warranty by the Indenture Trustee that such Notes have been duly authenticated by and on behalf of the Indenture Trustee pursuant to the provisions of this Indenture.

Section 205. Note Registrar and Paying Agent.

The Issuer shall cause to be kept at the Corporate Trust Office of the Indenture Trustee a register (the register maintained in such office and in any other office of the Issuer in a Place of Payment being herein, as the context requires, collectively referred to as the "**Note Register**") in which, subject to such reasonable requirements as it may prescribe, the Issuer shall provide for the registration of Notes, including the names and addresses of the Holders and particulars of the Notes held by them respectively, and of transfers of Notes.

The Issuer may appoint one or more Note Registrars and one or more Paying Agents in such locations as it shall determine. The term "**Note Registrar**" includes any co-registrar and the term "**Paying Agent**" includes any additional paying agent. The Issuer may change any Note Registrar or Paying Agent without notice to any Holder. The Issuer will notify the Indenture Trustee in writing of the name and address of any Note Registrar or transfer agent for the Notes which is not a party to this Indenture. If the Issuer fails to appoint or maintain another entity as Note Registrar or Paying Agent, the Indenture Trustee shall act as such. The Issuer or any of its subsidiaries may act as Paying Agent or Note Registrar.

The Indenture Trustee is hereby initially appointed Note Registrar for the purpose of registering Notes and transfers of Notes as herein provided.

The Indenture Trustee is hereby initially appointed Authenticating Agent and Paying Agent for the Notes. The Place of Payment for the Notes is the Corporate Trust Office of the Indenture Trustee.

The Issuer initially appoints CDS to act as Depository with respect to the Notes.

Section 206. Paying Agent to Hold Amounts in Trust.

The Issuer shall require each Paying Agent, other than the Indenture Trustee, to agree in writing that the Paying Agent will, and the Indenture Trustee when acting as Paying Agent agrees that it will, hold in trust, for the benefit of the Holders or the Indenture Trustee, as applicable, all money held by the Paying Agent for the payment of principal or redemption price, as applicable, or interest on the Notes and shall notify the Indenture Trustee of any default by the Issuer in making any such payment. While any such default continues, the Indenture Trustee may require a Paying Agent to pay all money held by it to the Indenture Trustee and to account for any money disbursed

by it. The Issuer at any time may require a Paying Agent to pay all money held by it to the Indenture Trustee. Upon payment to the Indenture Trustee, the Paying Agent (if other than the Issuer or a subsidiary of the Issuer) shall have no further liability for the amount. If the Issuer or a subsidiary of the Issuer acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of Holders all money held by it as Paying Agent. Upon any insolvency, bankruptcy, liquidation or other similar proceedings relating to the Issuer, the Indenture Trustee shall serve as Paying Agent for the Notes.

Section 207. Record of Payment.

The Paying Agent will maintain accounts and records evidencing any payment by it, on behalf of the Issuer, of the principal or redemption price, as applicable, and interest in respect of Notes, which accounts and records will constitute, in the absence of manifest error, prima facie evidence of such payment.

Section 208. Book-Entry Form.

Except as provided in Section 216, the Notes will be issued only in book-entry form and will be represented by one or more Global Notes (in certificated or uncertificated form) and registered in the name of or held by the Depository designated for such Global Notes or its nominee and delivered to such Depository or a nominee thereof or custodian therefor, and each such Global Note shall constitute a single Note for all purposes of this Indenture.

Beneficial Holders of Global Notes will not be shown on the register or the records maintained by the Depository but will be represented through book-entry accounts of Participants on behalf of such Beneficial Holders in accordance with the rules and procedures of the Depository. Neither the Issuer nor the Indenture Trustee shall have any liability or responsibility for any aspects of the records relating to or payments made by any Depository on account of the Beneficial Holders of Global Notes or for maintaining, reviewing or supervising any records relating to such beneficial interests. Except as otherwise provided in this Indenture, Beneficial Holders of Global Notes are not entitled to have Notes registered in their names, shall not receive or be entitled to receive Definitive Notes and are not considered owners or holders thereof under this Indenture. Nothing herein or in a Supplemental Indenture shall prevent the Beneficial Holders of Global Notes from voting such Notes using duly executed proxies.

Every Note authenticated and delivered upon registration of transfer of a Global Note, or in exchange for or in lieu of a Global Note or any portion thereof, shall be authenticated and delivered in the form of, and is, a Global Note, unless such Note is registered in the name of a person other than the Depository for such Global Notes or a nominee thereof.

Section 209. Global Notes.

Notes issued to a Depository in the form of Global Notes are subject to the following:

- (1) the Indenture Trustee may deal with such Depository as the authorized representative of the Beneficial Holders of such Notes;
- (2) the rights of the Beneficial Holders of such Notes may be exercised only through such Depository and the rights of such Beneficial Holders are limited to those established by applicable law and agreements between the Depository and the Participants and between such Participants and Beneficial Holders, and must be exercised through a Participant in accordance with the rules and procedures of the Depository;

(3) whenever this Indenture requires or permits actions to be taken based upon instructions or directions of Holders evidencing a specified percentage of the principal amount of Outstanding Notes, the Depository is deemed to be counted in that percentage to the extent that it has received instructions to such effect from Beneficial Holders or Participants;

(4) such Depository will make book-entry transfers among the direct Participants of such Depository and will receive and transmit distributions of principal or redemption price, as applicable, and interest on the Notes to such direct Participants; and

(5) the direct Participants of such Depository shall have no rights under this Indenture or under or with respect to any of the Notes held on their behalf by such Depository, and such Depository may be treated by the Indenture Trustee and its agents, employees, officers and directors as the Holder of the Notes represented by such Global Notes for all purposes whatsoever.

Section 210. Interim Notes.

Pending the delivery of Definitive Notes of any series to the Indenture Trustee: (1) the Issuer may issue and the Indenture Trustee shall authenticate in lieu thereof (but subject to the same provisions, conditions and limitations as set forth in this Indenture) interim printed, mimeographed or typewriter Notes in such forms and in such denominations and executed in such manner as provided herein, entitling the Holders thereof to Definitive Notes of such series when ready for delivery; or (2) the Issuer may execute and the Indenture Trustee shall authenticate a temporary Note for the whole principal amount of Notes of such series authorized for issue then authorized to be issued hereunder and deliver such temporary Note to the Indenture Trustee and thereupon the Indenture Trustee may issue its own interim certificates in such form and in such amounts, not exceeding in the aggregate the principal amount of the temporary Note of such series delivered to it, as the Issuer and the Indenture Trustee may approve, entitling the holders thereof to Definitive Notes when ready for delivery, and, when so issued and authenticated, such interim or temporary Notes or interim certificates shall, for all purposes, but without duplication, rank in respect of this Indenture equally with Notes of such series duly issued hereunder and, pending the exchange thereof for Definitive Notes, the holders of the interim or temporary Notes or interim certificates are deemed without duplication to be Holders and entitled to the benefit of this Indenture to the same extent and in the same manner as though such exchange had actually been made. Forthwith after the Issuer has delivered the Definitive Notes to the Indenture Trustee, the Indenture Trustee shall cancel such temporary Notes, if any, and shall call in for exchange all interim Notes of such series or certificates that have been issued and forthwith after such exchange shall cancel such interim Notes or interim certificates. No charge shall be made by the Issuer or the Indenture Trustee to the holders of such interim or temporary Notes or interim certificates for the exchange thereof. All interest paid upon interim or temporary Notes or interim certificates shall be noted thereon as a condition precedent to such payment unless paid by cheque to the holders thereof.

Section 211. Mutilated, Destroyed, Lost and Stolen Notes.

If any mutilated Note in certificated form is surrendered to the Indenture Trustee, the Indenture Trustee shall authenticate and deliver (in either certificated or uncertificated form) and the Issuer shall execute (in the case of certificated Notes) in exchange therefor a new Note of like tenor and principal amount and bearing a number not contemporaneously outstanding.

If there is delivered to the Issuer and the Indenture Trustee (1) evidence to their satisfaction of the destruction, loss or theft of any certificated Note and (2) such surety bond, security or indemnity as may be required by them to save each of them and any agent of either of them harmless, then, in the absence of notice to the Issuer or the Indenture Trustee that such Note has been acquired by a purchaser for which such Notes are valid obligations of the Issuer, the Indenture Trustee shall authenticate and deliver (in either certificated or uncertificated form) and the Issuer shall execute (in the case of certificated Notes) in lieu of any such destroyed, lost or stolen Note a new Note of like tenor and principal amount and bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Note, pay any amounts owing under such Note.

Upon the issuance of any new Note under this Section 211, the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Indenture Trustee) connected therewith.

Every new Note issued pursuant to this Section 211 in exchange for or in lieu of any mutilated, destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Note is at any time enforceable by any person, and shall be entitled to the benefits under this Indenture equally and proportionately with any and all other Notes of such series duly issued hereunder.

The provisions of this Section 211 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

Section 212. Interest.

Except as otherwise provided in the terms of the Notes of any series:

(1) All Notes issued hereunder, whether originally or upon exchange or in substitution for previously issued Notes which are interest bearing, shall bear interest (a) from and including their Date of Issue or (b) from and including the last Interest Payment Date to which interest shall have been paid or made available for payment on the Outstanding Notes, whichever is the later, in all cases, to and excluding the next Interest Payment Date.

(2) Subject to accrual of any interest on unpaid (including deferred, as applicable) interest from time to time, interest on such Note will cease to accrue from the earlier of (a) the Maturity Date of such Note, (b) if such Note is called for redemption, the Redemption Date of such Note or (c) the Delivery Time with respect to such Note, unless, in each case, upon due presentation and surrender of such Note for payment on or after the Maturity Date, the Redemption Date or the Delivery Time with respect to such Note, as applicable, such payment or applicable Holding Trust Assets, as applicable, is improperly withheld or refused.

(3) Wherever in this Indenture or the Notes there is reference, in any context, to the payment of interest, such reference is deemed to include the payment of interest on amounts in default to the extent that, in such context, such interest is, was or would be

payable pursuant to this Indenture or the Notes, and express reference of interest on amounts in default in any of the provisions of this Indenture will not be construed as excluding such interest in those provisions of this Indenture where such express reference is not made.

(4) Unless otherwise specifically provided in this Indenture, interest for each period between Interest Payment Dates will be calculated on the basis of equal semi-annual payments when calculating amounts due on any Interest Payment Date and a 365-day year and the actual number of days elapsed when calculating accruals during any partial interest period. Subject to Section 212(5), whenever in this Indenture or any Notes interest is computed on the basis of a year (a "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

(5) If interest on any Notes is to be computed on the basis of a 360-day year of 12 30-day months, then solely for the purposes of the *Interest Act* (Canada), the yearly rate of interest to which interest calculated for a period of less than one year on the basis of a year of 360 days consisting of 12 30-day periods is equivalent is such rate of interest multiplied by a fraction of which (a) the numerator is the product of (i) the actual number of days in the year commencing on the first day of such period, multiplied by (ii) the sum of the product of 30 multiplied by the number of complete months elapsed in such period and the actual number of days elapsed in any incomplete month in such period and (b) the denominator is the product of (i) 360 multiplied by (ii) the actual number of days in such period.

Section 213. Notes to Rank Equal in Right of Payment at Maturity.

The Notes will be direct unsecured debt obligations constituting Subordinated Indebtedness. Each Note will rank equal in right of payment with each other Note (regardless of their actual date or terms of issue) and, subject to statutory preferred exceptions, will rank at least equal in right of payment with all other present and future unsecured Subordinated Indebtedness, other than with respect to defeasance, purchase or sinking fund, amortization fund, recourse to the applicable Holding Trust Assets or analogous provisions, if any, applicable to different series of Notes.

Section 214. Payment at Maturity.

In connection with the maturity of Notes on a Maturity Date, the Issuer shall repay the aggregate principal amount of the Notes, together with any accrued and unpaid (including deferred, as applicable) interest to, but excluding the Maturity Date, in cash.

The Issuer will establish and maintain with the Indenture Trustee a Maturity Account for the Notes. On or before 11:00 a.m. (Edmonton time) on the Business Day prior to the applicable Maturity Date, the Issuer will deposit in the applicable Maturity Account by wire transfer or certified cheque an amount sufficient to pay the amount payable in respect of the Notes (less any tax required to be withheld or deducted). The Issuer (either directly or through the Indenture Trustee or any agent of the Indenture Trustee) will pay to each Holder entitled to receive payment the principal amount of or redemption price, as applicable, and any accrued and unpaid (including

deferred, as applicable) interest on the Notes, upon surrender of the Notes at any branch of the Indenture Trustee designated for such purpose from time to time by the Issuer and the Indenture Trustee. The deposit or making available of such amounts to the applicable Maturity Account will satisfy and discharge the liability of the Issuer for the Notes (plus the amount of any tax withheld or deducted as aforesaid) and such Notes will thereafter not be considered as Outstanding Notes under this Indenture and such Holder will have no right other than to receive out of the money so deposited or made available in the applicable Maturity Account the amount to which it is entitled. Failure to make a deposit or make funds available, as required to be made pursuant to this paragraph, will constitute default in payment on the Notes.

In the case of Global Notes, on or before 11:00 a.m. (Edmonton time) on the Business Day prior to the applicable Maturity Date, the Issuer will deliver to the Depository by electronic funds transfer an amount sufficient to pay the amount payable in respect of such Global Notes (less any tax required to be withheld or deducted). The Issuer will pay to the Depository the principal amount of or redemption price, as applicable, and any accrued and unpaid (including deferred, as applicable) interest on the Global Notes against receipt of the Global Note. The transfer of such electronic funds to the Depository will satisfy and discharge the liability of the Issuer for the Notes (plus the amount of any tax deducted as aforesaid) and such Notes will thereafter not be considered as Outstanding Notes under this Indenture unless such electronic funds transfer is not received. Failure to make delivery of funds available as required pursuant to this paragraph, will constitute default in payment on the Notes.

Notwithstanding the foregoing, (1) all payments in excess of \$25 million (or such other amount as determined from time to time by Payments Canada or any successor thereof) shall be made by the use of the LVTS and (2) in the event that payment must be made to the Depository or its nominee, the Issuer shall remit payment to the Indenture Trustee by LVTS. The Indenture Trustee shall have no obligation to disburse funds pursuant to this Section 214 unless it has received written confirmation satisfactory to it that the funds have been deposited with it in sufficient amount to pay in full all amounts due and payable on the applicable Maturity Date. The Indenture Trustee shall be, if it accepts any funds received by it in the form of uncertified cheques, entitled to delay the time for release of such funds until such uncertified cheques have cleared the financial institution upon which such cheques are drawn.

Section 215. Payment of Interest; Interest Rights Preserved.

Interest on any Note which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the person in whose name that Note is registered at the close of business on the Record Date for such interest.

Each Note delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Note shall carry the rights to interest accrued and unpaid (including deferred, as applicable), and to accrue, which were carried by such other Note.

As interest becomes due on each Note (except on redemption, when interest may at the option of the Issuer be paid upon surrender of such Note), the Issuer (either directly or through the Indenture Trustee or any agent of the Indenture Trustee) shall send or forward by prepaid mail, electronic funds transfer or such other means as may be agreed to by the Indenture Trustee payment of such interest (less any tax required to be withheld or deducted) to the order of the Holder of such Note appearing on the Note Register at the close of business on the Record Date (or if the Notes are not represented by a Global Note, the date which is 10 Business Days immediately

preceding the applicable Interest Payment Date) prior to the applicable Interest Payment Date and addressed to the Holder at the Holder's last address appearing on the Note Register, unless such Holder otherwise directs. If payment is made by cheque, such cheque shall be forwarded at least three Business Days prior to each Interest Payment Date and if payment is made by other means (such as electronic funds transfer, provided the Indenture Trustee must receive confirmation of receipt of funds prior to being able to wire funds to Holders), such payment shall be made in a manner whereby the Holder receives credit for such payment on such Interest Payment Date. The mailing of such cheque or the making of such payment by other means shall, to the extent of the sum represented thereby (plus the amount of any tax withheld or deducted as aforesaid) satisfy and discharge all liability for interest on such Note, unless in the case of payment by cheque, such cheque is not paid at par on presentation. In the event of non-receipt of any cheque for or other payment of interest by the person to whom it is so sent, the Issuer will issue to such person a replacement cheque or other payment for a similar amount upon being furnished with such evidence of non-receipt as it shall reasonably require and upon being indemnified to its satisfaction. Notwithstanding the foregoing, if the Issuer is prevented by circumstances beyond its control (including any interruption in mail service) from making payment of any interest due on each Note in the manner provided above, the Issuer may make payment of such interest or make such interest available for payment in any other manner acceptable to the Indenture Trustee with the same effect as though payment had been made in the manner provided above. If payment is made through the Indenture Trustee, by 11:00 a.m. (Edmonton time) at least one Business Day prior to each Interest Payment Date or to the date of mailing the cheques for the interest due on an Interest Payment Date, whichever is earlier, the Issuer shall deliver sufficient funds to the Indenture Trustee by electronic funds transfer or certified cheque or make such other arrangements for the provision of funds as may be agreed between the Indenture Trustee and the Issuer in order to effect such interest payment hereunder.

So long as the Notes or any portion thereof are represented by a Global Note, then all payments of interest on the Global Note shall be made by electronic funds transfer made payable to the Depository or its nominee for subsequent payment to Beneficial Holders of the applicable interests in such Global Note, unless the Issuer and the Depository otherwise agree. None of the Issuer, the Indenture Trustee or any agent of the Indenture Trustee for any Note represented by a Global Note will be liable or responsible to any person for any aspect of the records related to or payments made on account of beneficial interests in any Global Note or for maintaining, reviewing or supervising any records relating to such beneficial interests.

Notwithstanding the foregoing, (1) all payments in excess of \$25 million (or such other amount as determined from time to time by Payments Canada or any successor thereof) shall be made by the use of the LVTS and (2) in the event that payment must be made to the Depository or its nominee, the Issuer shall remit payment to the Indenture Trustee by LVTS. The Indenture Trustee shall have no obligation to disburse funds pursuant to this Section 215 unless it has received written confirmation satisfactory to it that the funds have been deposited with it in sufficient amount to pay in full all amounts due and payable with respect to such Interest Payment Date. The Indenture Trustee shall, if it accepts any funds received by it in the form of uncertified cheques, be entitled to delay the time for release of such funds until such uncertified cheques have cleared the financial institution upon which such cheques are drawn.

Section 216. Registration, Transfer and Exchange.

Upon surrender for registration of transfer of any Note at the principal office of the Note Registrar, the Issuer shall execute (in the case of certificated Notes), and the Indenture Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of any authorized denominations and of like tenor and aggregate principal amount.

At the option of the Holder, Notes may be exchanged for other Notes of any authorized denominations and of like tenor and aggregate principal amount, upon surrender of the Notes to be exchanged at such office of the Note Registrar. Whenever any Notes are so surrendered for exchange, the Issuer shall execute (in the case of certificated Notes), and the Indenture Trustee shall authenticate and deliver, the Notes that the Holder making the exchange is entitled to receive.

All Notes issued upon any registration of transfer or exchange of Notes are the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Notes surrendered upon such registration of transfer or exchange.

Every Note presented or surrendered for registration of transfer or for exchange shall (if so required by the Issuer or the Indenture Trustee) be duly endorsed (in the case of a certificated Note), or be accompanied by a written instrument of transfer, in form satisfactory to the Issuer and the Note Registrar, duly executed by the Holder thereof or such Holder's attorney duly authorized in writing.

The Issuer or the Note Registrar may require payment of a reasonable service charge for any registration of transfer or exchange of Notes and a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Notes, other than exchanges pursuant to Section 1304 not involving any transfer.

The transferee of a Note is entitled, after the appropriate instrument of transfer is deposited with the Indenture Trustee or other Note Registrar and upon compliance with all other conditions required by this Indenture or by law, to be entered on the Note Register as the Holder of such Note free from all equities or rights of set-off or counterclaim between the Issuer and the transferor or any previous Holder of such Note, save in respect of equities of which the Issuer is required to take notice by law.

Neither the Issuer nor the Indenture Trustee nor any Note Registrar (including the Indenture Trustee) is bound to take notice of or see to the execution of any trust (other than that created by this Indenture) whether express, implied or constructive, in respect of any Note, and may transfer such Note on the direction of the person registered as the Holder thereof, whether named as trustee or otherwise, as though that person were the Beneficial Holder thereof.

Neither the Issuer nor the Indenture Trustee nor any Note Registrar (including the Indenture Trustee) is required to: (1) make transfers or exchanges of any Notes on any Interest Payment Date for such Notes or during the 10 preceding Business Days; (2) make transfers or exchanges of any Notes on the day of any selection by the Indenture Trustee of Notes to be redeemed or during the 10 preceding Business Days; or (3) make exchanges of any Notes which have been selected or called for redemption unless upon due presentation thereof for redemption such Notes are not redeemed.

Subject to any restriction provided in this Indenture, the Issuer, with the approval of the Indenture Trustee, may at any time close any Note Register, other than those kept at the principal office of the Indenture Trustee in Calgary, Alberta, and transfer the registration of any Notes

registered thereon to another register (which may be an existing register) and thereafter such Notes shall be deemed to be registered on such other register. Notice of such transfer is to be given to the Holders of such Notes.

The provisions of Clauses (1), (2), (3) and (4) below shall apply only to Global Notes:

(1) Each Global Note authenticated under this Indenture shall be registered in the name of the Depository designated for such Global Note or a nominee thereof and delivered to such Depository or a nominee thereof or custodian therefor, and each such Global Note shall constitute a single Note for all purposes of this Indenture.

(2) Notwithstanding any other provision in this Indenture, no Global Note may be exchanged in whole or in part for other registered Notes, and no transfer of a Global Note in whole or in part may be registered, in the name of any person other than the Depository for such Global Note or a nominee thereof, unless (a) such Depository has notified the Issuer that it is unwilling, unable or no longer permitted under applicable law to continue as Depository for such Global Note, (b) there shall have occurred and be continuing an Event of Default with respect to such Global Note or (c) the Issuer so directs the Indenture Trustee by an Issuer Order.

(3) Subject to Clause (2) above, any exchange of a Global Note for other Notes may be made in whole or in part, and all Notes issued in exchange for a Global Note or any portion thereof shall be registered in such name or names as the Depository for such Global Note shall direct.

(4) Every Note authenticated and delivered upon registration of transfer of, or in exchange for or in lieu of, a Global Note or any portion thereof, whether pursuant to this Section 216, Section 211 or Section 1304 or otherwise, shall be authenticated and delivered in the form of, and shall be, a Global Note, unless such Note is registered in the name of a person other than the Depository for such Global Note or a nominee thereof.

Section 217. Persons Deemed Owners.

Prior to due presentment of a Note for registration of transfer, the Issuer, the Indenture Trustee and any agent of the Issuer or the Indenture Trustee may treat the person in whose name such Note is registered as the owner of such Note for the purpose of receiving payment of the principal amount or applicable redemption price, as applicable, of and interest on such Note and for all other purposes whatsoever, whether or not such Note is overdue, and none of the Issuer, the Indenture Trustee or any agent of the Issuer or the Indenture Trustee is affected by notice to the contrary.

Section 218. Cancellation.

All certificated Notes surrendered for payment, redemption, registration of transfer or exchange, if surrendered to any person other than the Indenture Trustee, shall be delivered to the Indenture Trustee and promptly cancelled by it. The Issuer may at any time deliver to the Indenture Trustee for cancellation any certificated Notes previously authenticated and delivered hereunder which the Issuer has acquired in any manner whatsoever, and may deliver to the Indenture Trustee (or to any other person for delivery to the Indenture Trustee) for cancellation any certificated Notes previously authenticated and delivered hereunder which the Issuer has not issued and sold, and the Indenture Trustee shall promptly cancel all Notes so delivered. The Indenture Trustee shall cancel all uncertificated Notes surrendered for payment, redemption, registration of transfer or exchange

in accordance with the Indenture and the Indenture Trustee's Internal Procedures. No Notes shall be authenticated in lieu of or in exchange for any Notes cancelled as provided in this Section 218, except as expressly permitted by this Indenture. All cancelled Notes held by the Indenture Trustee shall be disposed of in accordance with its Internal Procedures.

Section 219. Additional Amounts.

The Issuer will not be required to pay any additional amount on any Notes in respect of any withholding or deduction for any taxes imposed by any government or any political subdivision or territory or possession of any government or any governmental authority or agency therein or thereof having power to tax with respect to the Notes.

Section 220. Global Notes in Electronic Position.

Notwithstanding anything to the contrary in this Indenture, all Global Notes issued to CDS may be surrendered to the Indenture Trustee for an electronic position on the Note Register to be maintained by the Indenture Trustee in accordance with this Indenture. All Notes maintained in such electronic position will be valid and binding obligations of the Issuer, entitling the registered Holders thereof to the same benefits as those registered Holders who hold Notes in physical form. This Indenture and the provisions contained herein will apply, mutatis mutandis, to such Notes held in such electronic position.

Section 221. CUSIP Numbers.

In issuing the Notes, the Issuer may use CUSIP numbers, if then generally in use, and thereafter with respect to such Notes, the Indenture Trustee may use such CUSIP numbers in any notice of redemption with respect to such Notes, provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption shall not be affected by any defect in or omission of such CUSIP numbers. The Issuer shall promptly notify the Indenture Trustee in writing of any change of such CUSIP numbers.

ARTICLE THREE
REDEMPTION AND PURCHASE OF NOTES

Section 301. Optional Redemption of Notes.

The Issuer shall have the right at its option to redeem either in whole at any time or in part from time to time before the applicable Maturity Date the Notes of any series issued hereunder which by their terms are redeemable (subject, however, to any applicable restriction on the redemption of Notes of such series) at such redemption price and on such date or dates and in accordance with such other provisions attaching to any series of Notes and as shall have been expressed in this Indenture or in the Issuer Direction or Supplemental Indenture authorizing or providing for the issue thereof.

Section 302. Partial Redemption of Notes.

If less than all the Notes of any series are to be redeemed, then, unless otherwise provided herein or in the Issuer Direction or Supplemental Indenture authorizing or providing for the issue thereof, the Issuer shall, in each such case, at least 15 days before the date upon which the notice of redemption is to be given, notify the Indenture Trustee by Issuer Direction of its intention to redeem the Notes of such series and of the aggregate principal amount of Notes to be redeemed.

The Indenture Trustee shall select the Notes to be redeemed, if the Notes are represented by a Global Note, in accordance with the procedures of the Depository, and if the Notes are Definitive Notes, on a pro rata basis (disregarding fractions) according to the principal amount of the Notes registered in the respective names of each Holder, or in such other manner as the Indenture Trustee may consider equitable, provided that such selection is proportionate (to the nearest minimum authorized denomination for the Notes).

Notes in denominations in excess of the minimum authorized denomination for the Notes may be selected and called for redemption in part only (such part being that minimum authorized denomination or an integral multiple thereof) and, unless the context otherwise requires, references to Notes in this Article Three are deemed to include any such part of the principal amount of Notes which have been so selected and called for redemption. The Holder of any Notes called for redemption in part only, upon surrender of such Notes for payment, is entitled to receive, without expense to such Holder, one or more new Notes for the unredeemed part of the Notes so surrendered, and the Issuer shall execute and the Indenture Trustee shall authenticate and deliver, at the expense of the Issuer, such new Note or Notes having the same terms as are set out herein upon receipt from the Indenture Trustee or the Paying Agent of the Notes so surrendered.

Section 303. Notice of Redemption.

Unless the provisions attaching to any series of Notes provide otherwise, notice of redemption shall be given in accordance with Section 1502 to each Holder not more than 60 days nor less than 10 days prior to the date specified for redemption, provided that a failure to provide any notice referred to in this Article Three does not have any impact on the effectiveness of, or otherwise invalidate, any redemption, or give the Holders and Beneficial Holders of the Notes any rights as a result of such failure. All such notices of redemption shall state:

- (1) the Redemption Date;
- (2) the applicable redemption price;
- (3) the place or places where each such Note is to be surrendered for payment of the applicable redemption price;
- (4) that on the Redemption Date, the applicable redemption price will become due and payable upon each such Note and that interest thereon will cease to accrue on and after the Redemption Date;
- (5) as applicable, the CUSIP numbers of the Notes;
- (6) unless all the Notes then Outstanding are to be redeemed, the distinguishing letters and numbers of the Notes which are to be redeemed and, if the Notes are to be redeemed in part only, that part of the principal amount thereof to be redeemed; and
- (7) as applicable, the details and terms of any event on which such redemption is conditional.

Notice of redemption of Notes to be redeemed at the election of the Issuer shall be given by the Issuer or, by Issuer's Direction, by the Indenture Trustee in the name and at the expense of the Issuer and, subject to the paragraph below and unless otherwise specified or contemplated in this Indenture or in the Issuer Direction or Supplemental Indenture authorizing or providing for the issue thereof, is irrevocable.

The occurrence of an Automatic Delivery Event in respect of any series of Notes called for redemption prior to the Redemption Date automatically rescinds a notice of redemption in respect of such series of Notes and, in such circumstances, no Notes of such series shall be redeemed.

Section 304. Notes Due and Payable on Redemption Date.

Following delivery of notice of redemption pursuant to Section 303, the Notes called for redemption shall, on the Redemption Date (or such other date specified in this Indenture), become due and payable at the applicable redemption price specified therein and, from and after such Redemption Date, if the amounts necessary to redeem such Notes shall have been deposited in accordance with Section 305 and affidavits or other proof satisfactory to the Indenture Trustee as to the giving of such redemption notice shall have been lodged with it, such Notes are not considered as Outstanding hereunder and such Notes shall cease to bear interest. In case any question shall arise as to whether any notice of redemption has been given and any such deposit made, the Indenture Trustee shall decide such question which decision is final and binding upon all parties in interest.

Upon surrender of any such Note for redemption in accordance with the applicable notice or redemption, the Issuer (or the Holding Trust Trustee, as trustee for the Holding Trust, on behalf of the Issuer) shall pay such Note at the applicable redemption price, provided, however, that, unless otherwise specified as contemplated by Section 215, installments of interest for which the Interest Payment Date is on or prior to the Redemption Date are payable to the Holders of such Notes, registered as such at the close of business on the applicable record dates according to the terms and the provisions of Section 215.

Section 305. Deposit of Redemption Amounts.

Upon Notes being called for redemption, by 11:00 a.m. (Edmonton time) on the Business Day prior to the Redemption Date, the Issuer (or the Holding Trust Trustee, as trustee for the Holding Trust, on behalf of the Issuer) shall deposit with the Indenture Trustee or with a Paying Agent (or, if the Issuer is acting as its own Paying Agent, deposit in an account established for the purpose as provided in Section 503) an amount of money sufficient to pay the applicable redemption price of all of the Notes which are to be redeemed on such date, together with the Indenture Trustee's estimate of the reasonable charges and expenses to be incurred by it in connection with such redemption. From the amounts so deposited the Indenture Trustee shall pay or cause to be paid to the Holders of such Notes called for redemption, upon surrender of such Notes, the amounts to which they are respectively entitled on redemption.

Section 306. Failure to Surrender Notes Called for Redemption.

If any Holder of Notes called for redemption fails, within 30 days from the Redemption Date, to surrender any such Notes or, within such time, fails to accept payment of the redemption price payable in respect thereof or give such receipt therefor (if any) as the Indenture Trustee may require, such redemption amounts shall be set aside in trust for such Holder, either in the deposit department of the Indenture Trustee or in a chartered bank in Canada and such setting aside is deemed for all purposes a payment to the Holder of the amounts set aside, and such Notes are thereafter no longer considered as Outstanding hereunder and the Holder has no right except to receive payment out of the amounts so paid and deposited of the redemption price of Notes upon surrender of such Notes.

Section 307. Cancellation.

All Notes redeemed or purchased by the Issuer pursuant to this Article Three are to be forthwith delivered to the Indenture Trustee and cancelled by it and will not be re-issued or re-sold, and, except as provided in Section 302, no Notes are to be issued in substitution therefor.

All matured Notes are to be delivered to the Indenture Trustee and cancelled by it and no Notes are to be issued in substitution therefor.

Section 308. Surrender of Notes for Cancellation.

If the principal amounts due upon any Note issued hereunder shall become payable by redemption or otherwise before the Maturity Date thereof, the Holder presenting such Note for payment must surrender such Note for cancellation.

Section 309. Redemption Obligations; Purchases of Notes for Cancellation.

Unless the provisions attaching to any series of Notes provide otherwise, the Issuer is not required to make mandatory redemption payments with respect to the Notes.

Unless the provisions attaching to any series of Notes provide otherwise, and provided that no Event of Default has occurred and is continuing, at any time and from time to time the Issuer may, at its option, purchase Notes, in whole or in part, by tender offer, open market purchases (which shall include purchases from or through an investment dealer or a firm holding membership on a recognized securities exchange), negotiated transactions or otherwise in accordance with applicable securities laws, so long as such acquisition does not otherwise violate the terms of this Indenture, upon such terms and at such prices as the Issuer may determine. If, upon an invitation for tenders, more Notes are tendered at the same lowest price than the Issuer is prepared to accept, the Notes to be purchased by the Issuer will be selected by the Indenture Trustee on a pro rata basis (disregarding fractions), by lot or in such other manner as the Indenture Trustee may consider equitable, from the Notes tendered by each tendering Holders who tendered at such lowest price. The Holder of any Notes purchased in part only, upon surrender of such Notes for payment, is entitled to receive, without expense to such Holder, one or more new Notes for the part of the Notes so surrendered which is not being purchased and the Issuer shall execute and the Indenture Trustee shall authenticate and deliver, at the expense of the Issuer, such new Note or Notes having the same terms as are set out herein upon receipt from the Indenture Trustee or the Paying Agent of the Notes so surrendered. Notes purchased by the Issuer shall, subject to the foregoing sentence, be cancelled and not re-issued.

If any Notes are to be cancelled pursuant to the preceding paragraph, the Issuer shall redeem a number of Preferred Shares of the series issued in connection with the issuance of such series of Notes (with an aggregate issue price equal to the aggregate principal amount of the Notes to be cancelled) then held by the Holding Trust Trustee, in its capacity as trustee for the Holding Trust, for cancellation, and the Issuer shall apply, or cause the Holding Trust Trustee to apply, the proceeds from the redemption of such Preferred Shares first towards the payment of the principal amount of, and second towards any accrued and unpaid (including deferred, as applicable) interest on, the Notes, and should such proceeds be insufficient to pay such amounts in full, the Issuer is obligated to fund any shortfall.

Section 310. Agreement of Holders and Beneficial Holders of the Notes.

By acquiring any Notes, each Holder and Beneficial Holder of such Notes or any interest therein, including any person acquiring any such Notes or interest therein after the date hereof, irrevocably acknowledges, consents and agrees with and for the benefit of the Issuer as follows:

(1) that upon the occurrence of a redemption of such Notes, such redemption shall occur without any further action on the part of such Holder or Beneficial Holder; and

(2) that the occurrence of a redemption of such Notes shall not constitute an Event of Default under the terms of the Notes or the Indenture, and following such redemption, Holders and Beneficial Holders of the Notes will not have any rights against the Issuer with respect to the repayment of the principal amount of, or interest on, the Notes other than if the redemption price for such Notes is not paid in cash as required.

ARTICLE FOUR
TERMS OF THE SERIES 1 NOTES

Section 401. Creation and Designation.

The first series of Notes authorized to be issued hereunder shall be designated as "7.95% Fixed-to-Fixed Rate Subordinated Notes, Series 1 due September 9, 2082", which may be issued from time to time in accordance with this Indenture.

Section 402. No Limitation on Issue.

The aggregate principal amount of Series 1 Notes that may be issued and authenticated hereunder is unlimited. Notwithstanding anything to the contrary contained herein, the Issuer may, from time to time, create and issue additional Series 1 Notes hereunder in such additional amounts as the Issuer may determine having the same terms and conditions as the Series 1 Notes in all respects, except for such variations to such terms and conditions as may be required, in the opinion of the Issuer, acting reasonably and in good faith, to reflect the different Dates of Issue of such additional Series 1 Notes and the then existing Series 1 Notes and the intention that all such additional Series 1 Notes and then existing Series 1 Notes are fungible for trading purposes from the Date of Issue of such additional Series 1 Notes (which variations may include, among other things, a different Date of Issue, a different issue price, a different interest commencement date, a different first Series 1 Note Interest Payment Date, a different initial period between Series 1 Note Interest Payment Dates and a different interest payment calculation for the initial period between Series 1 Note Interest Payment Dates). Additional Series 1 Notes so created and issued shall be consolidated with and form a single series with the then existing Series 1 Notes.

Section 403. Maturity Date.

The date upon which the Series 1 Notes become due and payable at final maturity, together with any accrued and unpaid (including deferred, as applicable) interest then owing, is September 9, 2082 (the "**Series 1 Note Maturity Date**").

Section 404. Interest.

During the Series 1 Note Initial Fixed Rate Period, the Series 1 Notes bear interest on their principal amount at the rate of 7.95% per annum. During each Series 1 Note Subsequent Fixed Rate Period until the Series 1 Note Maturity Date, the Series 1 Notes shall bear interest on their principal amount at a rate per annum equal to the Five Year Government of Canada Yield as of

the most recent Series 1 Note Interest Reset Determination Date, plus: (1) for the period from, and including, September 9, 2032 to, but excluding, September 9, 2052, 5.340%; and (2) for the period from, and including, September 9, 2052 to, but excluding, the Series 1 Note Maturity Date, 6.090%, in each case, to be reset by the Calculation Agent on each Series 1 Note Interest Reset Date. Subject to Section 406, interest as aforesaid is payable after as well as before default, with interest on overdue interest, in like money, at the same rates and on the same dates.

The Issuer shall pay interest on the Series 1 Notes in equal (subject to the reset of the interest rate as described herein) semi-annual installments on March 9 and September 9 of each year (each such semi-annual interest payment date, a "**Series 1 Note Interest Payment Date**"), payable in arrears, with the first payment on March 9, 2023.

Interest for each period between Series 1 Note Interest Payment Dates is calculated on the basis of equal semi-annual payments when calculating amounts due on any Series 1 Note Interest Payment Date and a 365-day year and the actual number of days elapsed when calculating accruals during any partial interest period.

Section 405. Calculation Agent

The Issuer hereby appoints the Indenture Trustee as the calculation agent (the "**Calculation Agent**") to determine, with the validation of the Issuer as evidenced by an Issuer Direction, the amount of fixed rate interest payable on the Notes from and after September 9, 2032.

Section 406. Interest Deferral Right.

So long as no Event of Default has occurred and is continuing, the Issuer may elect, at its option, on any date other than on a Series 1 Note Interest Payment Date, to defer the interest payable on the Series 1 Notes on one or more occasions for up to five consecutive years (each, a "**Deferral Period**"). There is no limit on the number of Deferral Periods that may occur. Such deferral does not constitute an Event of Default or any other breach under this Indenture or the Series 1 Notes. Deferred interest accrues, compounding on each subsequent Series 1 Note Interest Payment Date, until paid. A Deferral Period terminates on any Series 1 Note Interest Payment Date where the Issuer pays all accrued and unpaid (including deferred, as applicable) interest on such date. No Deferral Period may extend beyond the Series 1 Note Maturity Date and, for greater certainty, all accrued and unpaid (including deferred, as applicable) interest is due and payable on the Series 1 Note Maturity Date or any Series 1 Note Redemption Date, as applicable. The Issuer will give the Indenture Trustee and the Holders written notice of its election to commence or continue a Deferral Period not more than 60 days nor less than 10 days prior to the next Series 1 Note Interest Payment Date.

Section 407. Dividend Stopper Undertaking.

Unless the Issuer has paid all accrued and unpaid (including deferred, as applicable) interest on the Series 1 Notes (excluding, for greater certainty, for this purpose, any interest that has accrued and is unpaid, but which has not yet become due and payable, as a result of the next Series 1 Note Interest Payment Date in respect of such interest not yet having occurred), the Issuer will not:

- (1) declare any dividend on the Dividend Restricted Shares (other than stock dividends on Dividend Restricted Shares) or pay any interest on any Parity Notes;

(2) redeem, purchase or otherwise retire any Dividend Restricted Shares or Parity Notes; or

(3) make any payment to holders of, or in respect of, any of the Dividend Restricted Shares or any of the Parity Notes in respect of dividends not declared or paid on such Dividend Restricted Shares or interest not paid on such Parity Notes, respectively.

Section 408. Series 1 Note Optional Redemption.

Except to the extent there is a Series 1 Note Special Event Redemption, the Series 1 Notes are not redeemable by the Issuer prior to June 9, 2032. The Issuer may, at its option, redeem the Series 1 Notes, in whole at any time or in part from time to time, on giving not more than 60 days' nor less than 10 days' prior notice to the Holders, and upon such conditions as may be specified in the applicable notice of redemption, for the applicable Series 1 Note Redemption Price (each, a "**Series 1 Note Optional Redemption**"), on a full and permanent basis, without any action on the part of, or the consent of, the Holders of such Series 1 Notes: (1) from June 9, 2032 to September 9, 2032 and (2) thereafter, on any Series 1 Note Interest Payment Date or any Series 1 Note Interest Reset Date, as applicable. The Series 1 Note Optional Redemption is deemed to occur on the date fixed by the Issuer for such redemption in the notice of redemption delivered pursuant to Section 303 (the "**Series 1 Note Optional Redemption Date**").

From and after the Series 1 Note Optional Redemption Date, any Series 1 Notes so redeemed shall cease to be Outstanding, the Holders thereof cease to be entitled to interest thereon and any certificates representing the Series 1 Notes represent only the right to receive, upon surrender thereof, the applicable Series 1 Note Redemption Price as calculated on the Series 1 Note Optional Redemption Date.

For greater certainty, if a Rating Event or Tax Event occurs on or after June 9, 2032, the Issuer may elect to effect a Series 1 Note Optional Redemption of the Series 1 Notes in accordance with this Section 408, rather than a Series 1 Note Special Event Redemption as a result of such Rating Event or Tax Event, as applicable, in accordance with Section 409.

Section 409. Series 1 Note Special Event Redemption.

At any time on or within 90 days following the occurrence of a Rating Event or Tax Event, as applicable, the Issuer may, at its option, on giving not more than 60 days' nor less than 10 days' prior notice to the Holders, redeem all (but not less than all) of the Series 1 Notes for the applicable Series 1 Note Redemption Price (a "**Series 1 Note Special Event Redemption**"), on a full and permanent basis, without any action on the part of, or the consent of, the Holders of such Series 1 Notes. The Series 1 Note Special Event Redemption is deemed to occur on the date fixed by the Issuer for such redemption in the notice of redemption delivered pursuant to Section 303 (the "**Series 1 Note Special Event Redemption Date**").

From and after the date of a Series 1 Note Special Event Redemption Date, all Series 1 Notes cease to be Outstanding, the Holders thereof cease being entitled to interest thereon and any certificates representing the Series 1 Notes represent only the right to receive, upon surrender thereof, the applicable Series 1 Note Redemption Price.

Section 410. Series 1 Note Mandatory Redemption.

Upon the occurrence of a Preferred Share Redemption in respect of the Series 2022-A Preferred Shares (each, a "**Series 1 Note Mandatory Redemption Date**") on any date other than

the Series 1 Note Maturity Date, Outstanding Series 1 Notes with an aggregate principal amount equal to the aggregate issue price of the Series 2022-A Preferred Shares redeemed by the Issuer pursuant to such Preferred Share Redemption shall be automatically and immediately redeemed for the applicable Series 1 Note Redemption Price (each, a "**Series 1 Note Mandatory Redemption**"), on a full and permanent basis, without any action on the part of, or the consent of, the Holders of such Series 1 Notes.

The Issuer shall distribute, or cause the Holding Trust Trustee to distribute, the proceeds from the redemption of such Series 2022-A Preferred Shares to the Holders in partial satisfaction of the applicable Series 1 Note Redemption Price and the Issuer is required to fund the balance of such Series 1 Note Redemption Price in an amount equal to the accrued and unpaid (including deferred, as applicable) interest on such Series 1 Notes.

For greater certainty, to the extent that the Issuer has immediately prior to or concurrently with such Preferred Share Redemption redeemed or purchased for cancellation, in accordance with the terms of this Indenture, Outstanding Series 1 Notes with an aggregate principal amount equal to the aggregate issue price of Series 2022-A Preferred Shares redeemed by the Issuer pursuant to such Preferred Share Redemption, the foregoing requirement to redeem Outstanding Series 1 Notes is deemed satisfied.

From and after the Series 1 Note Mandatory Redemption Date, any Series 1 Notes so redeemed cease to be Outstanding, the Holders thereof cease being entitled to interest thereon and any certificates representing the Series 1 Notes represent only the right to receive, upon surrender thereof, the applicable Series 1 Note Redemption Price.

Section 411. Additional Matters Relating to the Series 1 Notes.

Subject to Section 402:

(1) The Series 1 Notes shall be dated as of September 9, 2022, regardless of their actual Date of Issue, and mature on the Series 1 Note Maturity Date.

(2) All Series 1 Notes shall be substantially identical except with respect to denomination. The Notes are issuable and may be transferred only in minimum denominations of \$2,000.00 and integral multiples of \$1,000.00 in excess thereof.

(3) The Series 1 Notes shall be issued initially in the form of one or more Global Notes (in certificated or uncertificated form) deposited with CDS or its designated custodian or such other Depository as any officer of the Issuer may from time to time designate. Unless and until a Global Note is exchanged for Definitive Notes, such Global Note may be transferred, in whole but not in part, and any payments on the Series 1 Notes shall be made, only to CDS or a nominee of CDS, or to a successor Depository selected or approved by the Issuer or to a nominee of such successor Depository.

(4) The interest, principal amount or the applicable Series 1 Note Redemption Price of a Series 1 Note shall be payable to the person in whose name that Note is registered on the applicable record date, the Series 1 Note Maturity Date or the Series 1 Note Redemption Date, as applicable, provided that the interest on, principal amount of and the applicable Series 1 Note Redemption Price, as applicable, of the Series 1 Notes represented by one or more Global Notes registered in the name of or held by CDS or its nominee is payable in immediately available funds to CDS or its nominee, as applicable, as the registered holder of such Global Notes.

(5) The principal or the applicable Series 1 Note Redemption Price, as applicable, and the interest on the Series 1 Notes is payable in Canadian dollars.

(6) The Series 1 Notes and the certificate of authentication of the Indenture Trustee thereon shall be in the English language and shall be substantially in the form set out in Exhibit A hereto, with such appropriate additions, deletions, substitutions and variations as the Issuer and Indenture Trustee may approve, and shall bear such distinguishing letters and numbers as the Issuer and the Indenture Trustee approve, as conclusively evidenced by the execution and authentication of the Series 1 Notes.

(7) The Series 1 Notes may be engraved, printed or lithographed, or partly in one form and partly in another, as the Issuer may determine.

Section 412. Issue of Series 1 Notes.

Series 1 Notes may from time to time be executed by the Issuer and delivered to the Indenture Trustee for authentication (in the case of a certificated Note) and the Indenture Trustee shall thereupon authenticate and deliver such Series 1 Notes pursuant to Section 204 without any further action by the Issuer (other than as required by this Indenture) upon receipt by and deposit with the Indenture Trustee of the following:

(1) an Officer's Certificate stating that no Event of Default has occurred which is continuing and that the Issuer has complied with all the requirements of this Indenture in connection with the issue of the Series 1 Notes in respect of which authentication is requested;

(2) an Issuer Direction for the authentication and delivery of a specified principal amount of Series 1 Notes; and

(3) an Opinion of Counsel stating that all requirements imposed by this Indenture or by law in connection with the proposed issue of Series 1 Notes have been complied with by the Issuer.

ARTICLE FIVE
COVENANTS

Section 501. Payment of Principal Amount or Redemption Price and Interest.

The Issuer covenants and agrees for the benefit of Holders that it will duly and punctually pay the principal amount of or the applicable redemption price, as applicable, and interest on the Notes in accordance with the terms of the Notes and this Indenture.

Section 502. Maintenance of Office or Agency.

The Issuer will maintain in each Place of Payment, and in the Province of Alberta, for the Notes an office or agency where Notes may be presented or surrendered for payment, where Notes may be surrendered for registration of transfer or exchange, and where notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served. The Issuer will give prompt written notice to the Indenture Trustee of the location, and any change in the location, of such office or agency. If at any time the Issuer fails to maintain any such required office or agency or fails to furnish the Indenture Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Indenture Trustee,

and the Issuer hereby appoints the Indenture Trustee as its agent to receive all such presentations, surrenders, notices and demands.

The Issuer may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations, provided, however, that no such designation or rescission in any manner relieves the Issuer of its obligation to maintain an office or agency in each Place of Payment, and in the Province of Alberta, for the Notes for such purposes. The Issuer will give prompt written notice to the Indenture Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

If the Issuer issues Notes through a branch, agency or office other than its head or home office, the Issuer represents that, notwithstanding the place of booking office or jurisdiction of incorporation or organization of the Issuer, the obligations of the Issuer in respect of such Notes are the same as if it had issued such Notes through its head or home office.

Section 503. Money or Holding Trust Assets for Note Payments Held in Trust.

If the Issuer shall at any time act as its own Paying Agent with respect to the Notes, it will, by 8:00 a.m. (Edmonton time) on each due date of the principal amount of, interest on or the applicable redemption price, as applicable, deposit in an account established for the purpose of providing the persons entitled thereto a sum sufficient to pay the principal amount, interest or the applicable redemption price, as applicable, so becoming due until such sum(s) are paid to such persons or otherwise disposed of as provided herein and will promptly notify the Indenture Trustee of its action or failure so to act.

Whenever the Issuer has one or more Paying Agents for the Notes, it will, by 11:00 a.m. (Edmonton time) on the Business Day prior to each due date of the principal amount of, interest on or the applicable redemption price, as applicable, deposit with a Paying Agent a sum sufficient to pay the principal amount, interest or the applicable redemption price, as applicable, so becoming due, such sum(s) to be held as provided herein, and (unless such Paying Agent is the Indenture Trustee) the Issuer will promptly notify the Indenture Trustee of its action or failure so to act.

The Issuer will cause each Paying Agent other than the Indenture Trustee to execute and deliver to the Indenture Trustee an instrument in which such Paying Agent shall agree with the Indenture Trustee, subject to the provisions of this Section 503, that such Paying Agent will during the continuance of any default by the Issuer (or any other obligor upon the Notes) in the making of any payment in respect of the Notes, upon the written request of the Indenture Trustee, forthwith pay to the Indenture Trustee all sums held in trust by such Paying Agent for payment in respect of the Notes.

The Issuer may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or by Issuer Order direct any Paying Agent to pay, to the Indenture Trustee all sums held by the Issuer or such Paying Agent, as applicable, such sums to be held by the Indenture Trustee in trust for the benefit of the persons entitled thereto, and, upon such payment by any Paying Agent to the Indenture Trustee, such Paying Agent is released from all further liability with respect to such sums.

Any money or Holding Trust Assets in respect of the Notes deposited with the Indenture Trustee or any Paying Agent in trust to be applied in the manner provided herein and remaining unclaimed for three years after such principal amount, interest or the applicable redemption price,

as applicable, has become due and payable shall be paid to the Issuer on Issuer Direction and the Holder of such Note shall thereafter, as an unsecured general creditor, look only to the Issuer for payment or delivery thereof, and all liability of the Indenture Trustee or such Paying Agent with respect to such trust money or Holding Trust Assets in respect of the Notes, as applicable, thereupon ceases, provided, however, that the Indenture Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Issuer cause to be published once, in a newspaper published in the English language, customarily published on each Business Day and of general circulation in the City of Toronto, Ontario and the City of Edmonton, Alberta, notice that such money or Holding Trust Assets in respect of the Notes remains unclaimed and that, after a date specified therein, which shall be not less than 30 days from the date of such publication, any unclaimed balance of such money or Holding Trust Assets in respect of the Notes then remaining will be paid to the Issuer.

Section 504. Statements by Issuer as to Default and Compliance Certificates.

The Issuer shall give notice in writing to the Indenture Trustee of the occurrence of any Event of Default which is continuing forthwith upon becoming aware thereof and without waiting for the Indenture Trustee to take any further action, and specifying the nature of such Event of Default and the steps taken or proposed to be taken to remedy such Event of Default.

The Issuer will deliver to the Indenture Trustee within 90 days after the end of each fiscal year of the Issuer ending after the date hereof and, in any event, within 10 Business Days after the filing of the Issuer Financial Statements pursuant to Section 505, an Officer's Certificate, stating whether, to the best knowledge of the signatory thereof, any Event of Default has occurred and whether the Issuer is in material default in the performance and observance of any of the terms, provisions and conditions of this Indenture (without regard to any cure period or requirement of notice provided hereunder) and, if any Event of Default has occurred and is continuing or the Issuer is in material default, specifying the nature of the Event of Default and all such material defaults by the Issuer and the nature and status thereof of which the signatory has knowledge. For greater certainty, for purposes of this Section 504, such compliance shall be determined without regard to any cure or grace period or requirement of notice in this Indenture.

Section 505. Provision of Issuer Financial Statements by Issuer.

The Issuer shall provide to the Indenture Trustee, and the Indenture Trustee shall deliver to the Holders, a copy of all Issuer Financial Statements at the same time as they are required to be filed under applicable securities laws and regulations, provided that, notwithstanding the foregoing, all Issuer Financial Statements are deemed to have been provided to the Indenture Trustee, and delivered to the Holders, once filed on the System for Electronic Document Analysis and Retrieval (SEDAR). The obligation to provide Issuer Financial Statements continues in the event that the Issuer ceases to be a "reporting issuer" (or its equivalent) as if it had continued to be a "reporting issuer" (or its equivalent).

Delivery of such Issuer Financial Statements to the Indenture Trustee is for informational purposes only and the Indenture Trustee's receipt of such does not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Issuer's compliance with any of its covenants hereunder (as to which the Indenture Trustee is entitled to conclusively rely exclusively on Officer's Certificates).

Section 506. Existence and Conduct of Business.

The Issuer will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence in good standing under the laws of the jurisdiction of its formation and register and qualify and remain registered and qualified to carry on business in all jurisdictions where the character of the properties owned by it or the nature of the business transacted by it makes such registration or qualification necessary, except as otherwise permitted by Section 1101 and except to the extent that failure to be in good standing or to be so registered or qualified does not have a Material Adverse Effect.

Subject to the express provisions hereof, the Issuer will carry on and conduct or will cause to be carried on and conducted its business and the business of its subsidiaries in a proper manner and will keep or cause to be kept proper books of account and make or cause to be made therein true and faithful entries of all its dealings and transactions in relation to its business and the business of its subsidiaries, as applicable, all in accordance with GAAP, provided that nothing herein contained prevents the Issuer from ceasing to operate or from causing any subsidiary to cease to operate any premises or property, if, in the opinion of the Board of Directors, it is advisable and in the best interests of the Issuer or its applicable subsidiary to do so.

Section 507. No Restriction on Other Indebtedness.

The Issuer may create, issue or incur any other Indebtedness which, in the event of the bankruptcy or insolvency of the Issuer, would rank in right of payment in priority to, equally with, or subordinate to the Notes.

Section 508. Restriction on Issuance of Preferred Shares.

For so long as any Preferred Shares are outstanding, the Issuer may not create or issue any Preferred Shares of the Issuer or other preferred shares of the Issuer which, in the event of insolvency, liquidation, dissolution or winding up of the Issuer, would rank in right of payment in priority to the Preferred Shares, provided that, for greater certainty, the Issuer may issue Preferred Shares of the Issuer or other preferred shares which, in the event of insolvency, liquidation, dissolution or winding up of the Issuer, would rank on a parity in right of payment with the Preferred Shares.

Section 509. Audit.

So long as any Notes are outstanding, the Issuer will annually, within 120 days after the end of its fiscal year, cause the Issuer's Auditors to audit the Issuer Financial Statements for such fiscal year.

Section 510. Holding Trust Declaration of Trust.

The Issuer shall, in each case other than in accordance with Article Fourteen: (1) comply with the terms of the Holding Trust Declaration of Trust applicable to it, (2) preserve, protect and enforce its interests as the settlor and as a beneficiary of the Holding Trust against the Holding Trust Trustee, (3) not make, seek or consent to any amendment to or variation of the Holding Trust Declaration of Trust or enter into any supplemental declaration of trust to the Holding Trust Declaration of Trust and (4) not elect to terminate or revoke the Holding Trust in accordance with the terms of the Holding Trust Declaration of Trust.

Section 511. Appointment's to Fill Vacancies in Office of the Indenture Trustee.

The Issuer, whenever necessary to avoid or fill a vacancy in the office of trustee hereunder, will appoint a qualified trustee, such that there shall at all times be an Indenture Trustee hereunder.

Section 512. Payment of Indenture Trustee's Remuneration.

The Issuer will pay the Indenture Trustee reasonable remuneration for its service as Indenture Trustee hereunder and will repay to the Indenture Trustee on demand all amounts which have been paid by the Indenture Trustee in and about the execution of the trusts hereby created (including the compensation and disbursements of the Indenture Trustee's counsel on a solicitor-and-client basis and all other advisors and assistants not regularly in the Indenture Trustee's employ), without interest. Such moneys and the interest thereon, including the Indenture Trustee's remuneration, are payable out of any funds (other than the Holding Trust Assets in respect of the Notes) coming into the possession of the Indenture Trustee in priority to any of the Notes or interest thereon. Such remuneration continues to be payable until the trusts hereof are finally wound up and whether or not the trusts of this Indenture are in the course of administration by or under the direction of the court. Without limiting the generality of the foregoing provisions of this Section 512, the costs to be paid to the Indenture Trustee include all costs, charges and expenses of the Indenture Trustee in connection with the provision of waivers and consents and the recovery or enforcement or repayment of the Notes or any part thereof.

Section 513. Waiver of Certain Covenants.

The Issuer may, with respect to the Notes, omit in any particular instance to comply with any term, provision or condition set forth in any covenant provided in this Article Five, if before the time for such compliance the Holders either:

- (1) waive such compliance in such instance, which waiver may be given by the Holders in the manner contemplated in Section 703; or
- (2) generally waive compliance with such term, provision or condition,

but no such waiver shall extend to or affect such term, provision or condition except to the extent so expressly waived, and, until such waiver becomes effective, the obligations of the Issuer and the duties of the Indenture Trustee in respect of any such term, provision or condition remain in full force and effect.

Section 514. Indenture Trustee May Perform Covenants.

If the Issuer fails to perform any covenant on its part herein contained, the Indenture Trustee may in its discretion, but (subject to Section 702) need not, notify the Holders of such failure or itself may perform any of such 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 is under no obligation so to do. All sums so expended or advanced are repayable by the Issuer in the manner provided in Section 1207, but no such performance or payment is deemed to relieve the Issuer from any default hereunder.

ARTICLE SIX

SUBORDINATION OF NOTES

Section 601. Notes Subordinate to Senior Indebtedness.

The Issuer covenants and agrees, and each Holder, by the acceptance thereof, covenants and agrees, that the indebtedness represented by the Notes and the payment of the principal of or the applicable redemption price, as applicable, and interest on each and all of the Notes is hereby expressly subordinated, to the extent and in the manner hereinafter set forth, in right of payment to the prior payment in full of all Senior Indebtedness.

In the event: (1) of any insolvency or bankruptcy proceedings or any receivership, liquidation, reorganization or other similar proceedings in respect of the Issuer or a substantial part of its property, or of any proceedings for liquidation, dissolution or other winding up of the Issuer, whether or not involving insolvency or bankruptcy, subject at all times to the Automatic Delivery Event; or (2) subject to the provisions of Section 602, that: (a) a default shall have occurred with respect to the payment of principal of or interest on or other monetary amounts due and payable on any Senior Indebtedness; or (b) there shall have occurred an event of default (other than a default in the payment of principal or interest or other monetary amounts due and payable) in respect of any Senior Indebtedness, as defined in the instrument under which such Senior Indebtedness is outstanding, permitting the holder or holders thereof to accelerate the maturity thereof (with notice or lapse of time, or both), and such event of default shall have continued beyond the period of grace, if any, in respect thereof, and, in the cases of paragraphs (a) and (b) of this paragraph, such default or event of default has not been cured or waived or has not ceased to exist, or (3) that the principal of and accrued interest on the Notes shall have been declared due and payable pursuant to Section 701 and such declaration has not been rescinded and annulled as provided therein, then:

(1) the holders of all Senior Indebtedness are first entitled to receive payment of the full amount due thereon, or provision shall be made for such payment in money or money's worth, before the Holders are entitled to receive a payment on account of the principal of or interest on the indebtedness evidenced by the Notes, including any payments made pursuant to any redemption or purchase for cancellation;

(2) any payment by, or distribution of assets of, the Issuer of any kind or character, whether in cash, property or securities, to which the Holders or the Indenture Trustee would be entitled except for the provisions of this Article Six shall be paid or delivered by the person making such payment or distribution, whether a trustee in bankruptcy, a receiver, receiver and manager or liquidating trustee or otherwise, directly to the holders of such Senior Indebtedness or their representative or representatives or to the trustee or trustees under any indenture under which any instruments evidencing any of such Senior Indebtedness may have been issued, rateably according to the aggregate amounts remaining unpaid on account of such Senior Indebtedness held or represented by each, to the extent necessary to make payment in full of all Senior Indebtedness remaining unpaid after giving effect to any concurrent payment or distribution (or provision therefor) to the holders of such Senior Indebtedness, before any payment or distribution is made to the Holders or to the Indenture Trustee; and

(3) in the event that, notwithstanding the foregoing, any payment by, or distribution of assets of, the Issuer of any kind or character, whether in cash, property or

securities, in respect of principal of or interest on the Notes or in connection with any redemption or repurchase by the Issuer of the Notes, is received by the Indenture Trustee or the Holders before all Senior Indebtedness is paid in full, or provision made for such payment in money or money's worth, such payment or distribution in respect of principal of or interest on the Notes or in connection with any redemption or repurchase by the Issuer of the Notes shall be paid over to the holders of such Senior Indebtedness or their representative or representatives or to the trustee or trustees under any indenture under which any instruments evidencing any such Senior Indebtedness may have been issued, rateably as aforesaid, for application to the payment of all Senior Indebtedness remaining unpaid until all such Senior Indebtedness shall have been paid in full, after giving effect to any concurrent payment or distribution (or provision therefor) to the holders of such Senior Indebtedness.

Notwithstanding the foregoing, in the event of the occurrence of an Automatic Delivery Event, the sole remedy of Holders shall be to have recourse to the applicable Holding Trust Assets.

Section 602. Disputes with Certain Senior Indebtedness.

Any failure by the Issuer to make any payment on or perform any other obligation under any Senior Indebtedness, other than any Indebtedness incurred by the Issuer or assumed or guaranteed, directly or indirectly, by the Issuer for money borrowed (or any deferral, renewal, extension or refunding thereof) or any Indebtedness or obligation as to which the provisions of this Section 602 have been waived by the Issuer in the instrument or instruments by which the Issuer incurred, assumed, guaranteed or otherwise created such Indebtedness or obligation, is not deemed a default or event of default under Section 601(2), if (1) the Issuer is disputing in good faith its obligation to make such payment or perform such obligation and (2) either (a) no final judgment relating to such dispute has been issued against the Issuer which is in full force and effect and is not subject to further review, including a judgment that has become final by reason of the expiration of the time within which a party may seek further appeal or review or (b) in the event of a judgment that is subject to further review or appeal has been issued, the Issuer is in good faith prosecuting an appeal or other proceeding for review and a stay of execution has been obtained pending such appeal or review.

Section 603. Subrogation.

Subject to the payment in full of all Senior Indebtedness, the Holders are subrogated (equally and rateably with the holders of all Indebtedness of the Issuer which by its express terms is subordinated to Senior Indebtedness of the Issuer to the same extent as the Notes are subordinated and which are entitled to similar rights of subrogation) to the rights of the holders of Senior Indebtedness to receive payments or distributions of cash, property or securities of the Issuer applicable to the Senior Indebtedness until all amounts owing on the Notes are paid in full, and as between the Issuer, its creditors (other than holders of such Senior Indebtedness) and the Holders, no such payment or distribution made to the holders of Senior Indebtedness by virtue of this Article Six that otherwise would have been made to the Holders is deemed to be a payment by the Issuer on account of such Senior Indebtedness, it being understood that the provisions of this Article Six are intended solely for the purpose of defining the relative rights of the Holders and the holders of Senior Indebtedness.

Section 604. Obligation of Issuer Unconditional.

Nothing contained in this Article Six or elsewhere in this Indenture or in the Notes is intended to or shall impair, as among the Issuer, its creditors (other than the holders of Senior Indebtedness) and the Holders, the obligation of the Issuer, which is absolute and unconditional, to pay to the Holders the principal of or applicable redemption price, as applicable, and interest on the Notes as and when such obligation shall become due and payable in accordance with their terms, or is intended to or shall affect the relative rights of the Holders and creditors of the Issuer (other than the holders of Senior Indebtedness), nor shall anything herein or therein prevent the Indenture Trustee or any Holder from exercising all remedies otherwise permitted by applicable law upon default under this Indenture, subject to the rights, if any, under this Article Six of the holders of Senior Indebtedness in respect of cash, property or securities of the Issuer received upon the exercise of any such remedy and, provided that, for greater certainty, whether or not following an Event of Default, any remedies and any claims of any Holder against the Issuer as a result of an Automatic Delivery Event are subject to, and only as set out in, the terms of the Notes, Section 713 and Article Eight.

Upon payment or distribution of assets of the Issuer referred to in this Article Six, the Indenture Trustee, subject to the provisions of Article Twelve hereof, and the Holders are entitled to rely upon any order or decree made by any court of competent jurisdiction in which any bankruptcy, insolvency, dissolution, winding up, liquidation or reorganization proceedings are pending, or upon any certificate of the receiver, receiver-manager, trustee in bankruptcy, agent or other person making such payment or distribution, delivered to the Indenture Trustee or the Holders, for the purpose of ascertaining the persons entitled to participate in such distribution, the holders of the Senior Indebtedness and other Indebtedness of the Issuer, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article Six.

Section 605. Payments on Notes Permitted.

Nothing contained in this Article Six or elsewhere in this Indenture or in the Notes shall affect the obligations of the Issuer to make, or prevent the Issuer from making, payment of the principal of, the applicable redemption price or interest, as applicable, on the Notes in accordance with the provisions hereof and thereof, except as otherwise provided herein.

Section 606. Effectuation of Subordination by Trustee.

Each Holder, by such Holder's acceptance of a Note, authorizes and directs the Indenture Trustee on the Holder's behalf to take such action as may be necessary or appropriate further to assure the subordination of the Notes as provided in Section 601 and appoints the Indenture Trustee as its attorney-in-fact for any and all such purposes. This appointment is irrevocable and coupled with an interest.

Upon request of the Issuer, and upon being funded, indemnified and furnished an Officer's Certificate stating that one or more named persons are Senior Creditors and specifying the amount and nature of the Senior Indebtedness of such Senior Creditor, the Indenture Trustee shall enter into a written agreement or agreements with the Issuer and the persons named in such Officer's Certificate providing that such persons are entitled to all the rights and benefits of this Article Six as Senior Creditors and for such other matters, such as an agreement not to amend the provisions of this Article Six and the definitions used herein without the consent of such Senior Creditors, as

such Senior Creditors may reasonably request. Such agreement is conclusive evidence that the indebtedness specified therein is Senior Indebtedness, provided however, nothing herein shall impair the rights of any Senior Creditor who has not entered into such an agreement.

Section 607. Knowledge of Indenture Trustee.

Notwithstanding the provisions of this Article Six or any other provision of this Indenture, the Indenture Trustee is not charged with knowledge of the existence of any facts that would prohibit the making of any payment to or by the Indenture Trustee, or the taking of any other action by the Indenture Trustee, and the Indenture Trustee is not required to withhold payment to the Holders, unless and until the Indenture Trustee shall have received written notice thereof at its Corporate Trust Office from the Issuer, any Holder, any Paying Agent or the holder or representative of any class of Senior Indebtedness, and, prior to the receipt of any such written notice, the Indenture Trustee, subject to the provisions of Section 1201 and Section 1202, is entitled to assume conclusively that no such facts exist, provided that if at least three Business Days prior to the date upon which by the terms hereof any such amounts may become payable for any purpose (including the payment of the principal of or interest on any Note) the Indenture Trustee has not received with respect to such amounts the notice provided for in this Section 607, then, notwithstanding anything to the contrary herein, the Indenture Trustee shall have full power and authority to receive such amounts and to apply such amounts to the purpose for which they were received and is not affected by any notice to the contrary that may be received by it within three Business Days prior to or on or after such date.

The Indenture Trustee, subject to the provisions of Article Twelve, is entitled to rely on the delivery to it of a written notice by the Issuer, a Holder or a person representing himself, herself or itself to be holder or representative of any holder of Senior Indebtedness to establish that such notice has been given. In the event that the Indenture Trustee determines in good faith that further evidence is required with respect to the right of any person as a holder of such Senior Indebtedness to participate in any payment or distribution pursuant to this Article Six, the Indenture Trustee may request such person to furnish evidence to the reasonable satisfaction of the Indenture Trustee as to the amount of such Senior Indebtedness held by such person, the extent to which such person is entitled to participate in such payment or distribution and any other facts pertinent to the rights of such person under this Article Six, and, if such evidence is not furnished, the Indenture Trustee may defer any payment to such person pending judicial determination as to the right of such person to receive such payment.

Section 608. Indenture Trustee May Hold Senior Indebtedness.

The Indenture Trustee is entitled to all the rights set forth in this Article Six with respect to any Senior Indebtedness at the time held by it, to the same extent as any other holder of Senior Indebtedness, and nothing in this Indenture shall deprive the Indenture Trustee of any of its rights as such holder of Senior Indebtedness.

Section 609. Rights of Holders of Senior Indebtedness Not Impaired.

No right of any present or future holder of any Senior Indebtedness to enforce the subordination herein shall at any time or in any way be prejudiced or impaired by any act or failure to act on the part of the Issuer or by any non-compliance by the Issuer with the terms, provisions and covenants of this Indenture, regardless of any knowledge thereof any such holder of Senior Indebtedness may have or be otherwise charged with.

With respect to the holders of Senior Indebtedness, (1) the rights, powers, trusts, obligations, duties and responsibilities of the Indenture Trustee are to be determined solely by the express provisions of this Indenture, (2) the Indenture Trustee is not liable except for the performance of such rights, powers, trusts, obligations, duties and responsibilities as are specifically set forth in this Indenture, (3) no implied covenants or obligations are to be read into this Indenture against the Indenture Trustee and (4) the Indenture Trustee is not deemed to owe any fiduciary duty to such holders.

The Indenture Trustee is not liable to any holders of Senior Indebtedness, if it in good faith mistakenly pays over or distributes to the Holders or the Issuer or any other person, cash, property or securities to which any holders of Senior Indebtedness of the Issuer are entitled by virtue of this Article Six or otherwise. Nothing in this Section 609 shall affect the obligation of any other such person to hold such payment for the benefit of, and to pay such payment over to, the holders of Senior Indebtedness or their representatives.

Section 610. Applicability to Paying Agents.

If at any time any Paying Agent other than the Indenture Trustee shall have been appointed by the Issuer and be acting in such capacity hereunder, the term "Indenture Trustee" as used in this Article Six shall in such case (unless the context shall require otherwise) be construed as extending to and including such Paying Agent for all intents and purposes as if such Paying Agent were named in this Article Six in addition to or in place of the Indenture Trustee, provided, however, that Section 607 and Section 608 shall not apply to the Issuer if it acts as its own Paying Agent

Section 611. Indenture Trustee's Compensation Not Prejudiced.

Nothing in this Article Six will apply to amounts due to the Indenture Trustee pursuant to other sections in this Indenture.

ARTICLE SEVEN
DEFAULT, ENFORCEMENT AND REMEDIES

Section 701. Events of Default.

"**Event of Default**" means, with respect to the Indenture or the Notes, the occurrence of any of the following (whatever the reason for such Event of Default and whether it is voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative body or governmental authority):

- (1) default in the payment of any interest on any Notes when due and payable, and continuance of such default for a period of 30 days (subject to the Issuer's right, at its option, to defer interest payments as provided in this Indenture or any Notes); or
- (2) default in the payment of the principal amount of any Notes or the applicable redemption price, as applicable, when due and payable.

Notwithstanding any other provisions of this Indenture, and for greater certainty, neither (1) a default in the performance of any other covenant of the Issuer in this Indenture nor (2) the occurrence of an Automatic Delivery Event, constitutes an Event of Default under this Indenture or any Notes.

Upon the occurrence of an Event of Default, the Indenture Trustee may, in its discretion, and shall, upon receipt of a Holders' Request (or, if more than one series of Notes is outstanding,

in the case of default in the payment of principal or applicable redemption price, as applicable, or interest in respect of any one or more series of Notes, an instrument signed in one or more counterparts by the Holders of not less than 25% in principal amount of the Outstanding Notes of all such series so in default), subject to Section 703, by notice in writing to the Issuer, declare the principal of or the applicable redemption price, as applicable, and accrued and unpaid (including deferred, as applicable) interest on all Outstanding Notes to be due and payable and such amounts shall forthwith become immediately due and payable to the Indenture Trustee, and the Issuer shall forthwith pay to the Indenture Trustee, for the benefit of the Holders, such principal of or the applicable redemption price, as applicable, as aforesaid, and accrued and unpaid (including deferred, as applicable) interest, together with interest at the rate borne by the Notes on such amounts from the date of the declaration until payment is received by the Indenture Trustee. Such payment when made is deemed to have been made in discharge of the Issuer's obligations hereunder and any amounts so received by the Indenture Trustee shall be applied in the manner provided in Section 706.

Section 702. Notice of Events of Default.

If an Event of Default shall occur and be continuing the Indenture Trustee shall, within 10 days after it becomes aware of the occurrence of such Event of Default, give notice of such Event of Default to the Holders in the applicable manner provided in Section 1502, provided that, notwithstanding the foregoing, unless the Indenture Trustee shall have received a Holders' Request, the Indenture Trustee is not required to give such notice if the Indenture Trustee shall have determined in good faith that the withholding of such notice is in the best interests of the Holders and shall have so advised the Issuer in writing.

Section 703. Waiver of Past Defaults.

Upon the occurrence of any Event of Default, other than default in payment of the principal amount of the Notes, together with any accrued and unpaid (including deferred, as applicable) interest, on the applicable Maturity Date:

(1) the Holders of a majority in principal amount of the Outstanding Notes shall have the power (in addition to the power exercisable by Extraordinary Resolution) either by a meeting or by an instrument in writing to instruct the Indenture Trustee to waive any such Event of Default and to cancel any declaration made by the Indenture Trustee pursuant to Section 701 and the Indenture Trustee shall thereupon waive such Event of Default and cancel such declaration, or either, upon such terms and conditions as prescribed in such resolution or instrument; and

(2) the Indenture Trustee, so long as it has not become bound to declare the principal of or the applicable redemption price, as applicable, and accrued and unpaid (including deferred, as applicable) interest on the Notes to be due and payable, or to obtain or enforce payment of such amounts, shall have power to waive any such Event of Default if, in the Indenture Trustee's opinion, such Event of Default shall have been cured or adequate satisfaction made therefor, and in such event to cancel any such declaration theretofore made by the Indenture Trustee in the exercise of its discretion, upon such terms and conditions as the Indenture Trustee may deem advisable.

No such act or omission either of the Indenture Trustee or of the Holders shall extend to or be taken in any manner whatsoever to affect any subsequent Event of Default or the rights resulting therefrom.

Section 704. Enforcement by Indenture Trustee.

Subject to Section 703 and any Extraordinary Resolution, in the event that the Issuer fails to pay to the Indenture Trustee, forthwith after the amounts shall have been declared to be due and payable under Section 701, the principal of or the applicable redemption price, as applicable, and accrued and unpaid (including deferred, as applicable) interest on all Outstanding Notes, the Indenture Trustee may, in its discretion, and shall, upon receipt of a Holders' Request and upon being funded and indemnified to its reasonable satisfaction against all costs, expenses and liabilities to be incurred, proceed in its name, as Indenture Trustee hereunder, to obtain or enforce payment of the principal of or the applicable redemption price, as applicable, and accrued and unpaid (including deferred, as applicable) interest on all Outstanding Notes, by such proceedings authorized by this Indenture or by law or equity as the Indenture Trustee in such written request shall have been directed to take, or if such request contains no such direction, or if the Indenture Trustee shall act without such request, then by such proceedings authorized by this Indenture or by suit at law or in equity as the Indenture Trustee shall deem expedient.

The Indenture Trustee is entitled and empowered, either in its own name or as Indenture Trustee of an express trust, or as attorney-in-fact for the Holders 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 Issuer or its creditors or relative to or affecting its property.

The Indenture Trustee is hereby irrevocably appointed (and each person acquiring any Notes or interest therein after the date hereof is 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 (if known) or on behalf of the Holders as a class, subject to deduction from any such claims of the amounts of any claims 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 other papers and documents and to do and perform any and all 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 Issuer or its property allowed in any such proceeding, and to receive payment of or on account of such claims. No provision of this Indenture is deemed to authorize the Indenture Trustee, subject to any Extraordinary Resolution, to authorize or consent to or accept or adopt on behalf of any Holder, any plan of reorganization, compromise, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof or to authorize the Indenture Trustee to vote in respect of the claim of any Holder in any such proceeding, provided, however, that the Indenture Trustee may, on behalf of the Holders, vote for the election of a trustee in bankruptcy or similar official and be a member of a creditors' or other similar committee.

The Indenture Trustee also has the power at any time and from time to time to institute and to maintain such suits and proceedings as it may be advised are necessary or advisable to preserve and protect its interests and the interests of the Holders.

All rights of action hereunder may be enforced by the Indenture Trustee without the possession of any of the Notes or the production thereof on the proceedings relating thereto. Any such suit or proceeding instituted by the Indenture Trustee is to be brought in the name of the Indenture Trustee, as trustee of an express trust, and any recovery of judgment is 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 is a party) the Indenture Trustee represents all the Holders, and it is not necessary to make any Holders parties to any such proceeding.

For greater certainty, whether or not following an Event of Default, any remedies and any claims against the Issuer as a result of an Automatic Delivery Event are subject to, and only as set out in, the terms of the Notes, Section 713 and Article Eight.

Section 705. Limitation on Suits by Holders.

No Holder shall have any right to institute any action, suit or proceeding at law or in equity for the purpose of enforcing payment of the principal of or the applicable redemption price, as applicable, or interest on the Notes or for the execution of any trust or power hereunder or for the appointment of a liquidator or receiver, receiver and manager or receiver-manager or for a receiving order under the *Bankruptcy and Insolvency Act* (Canada) or to have the Issuer wound up or to file or prove a claim in any liquidation or bankruptcy proceeding or for any other remedy hereunder, unless:

- (1) such Holder shall previously have given to the Indenture Trustee written notice of the occurrence of an Event of Default hereunder;
- (2) the Holders by Holders' Request or Extraordinary Resolution shall have made written request to the Indenture Trustee and the Indenture Trustee shall have been afforded reasonable opportunity either itself to proceed to exercise the powers granted herein or to institute an action, suit or proceeding in its name for such purpose;
- (3) the Holders, or any of them, shall have furnished to the Indenture Trustee, when so requested by the Indenture Trustee, sufficient funds and security and indemnity reasonably satisfactory to it against all costs, expenses and liabilities to be incurred therein or thereby; and
- (4) the Indenture Trustee shall have failed to act within a reasonable time after such notice, 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 proceeding,

it being understood and intended that no one or more of such Holders shall have any right in any manner whatsoever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other of such Holders, or to obtain or to seek to obtain priority or preference over any other of such Holders or to enforce any right under this Indenture, except in the manner provided herein and for the equal and rateable benefit of all of such Holders.

For greater certainty, whether or not following an Event of Default, any remedies and any claims against the Issuer as a result of an Automatic Delivery Event are subject to, and only as set out in, the terms of the Notes, Section 713 and Article Eight.

Section 706. Application of Money or Holding Trust Assets by the Indenture Trustee.

Except as otherwise expressly provided herein, any money or Holding Trust Assets in respect of the Notes collected by the Indenture Trustee pursuant to this Indenture or otherwise are to be applied in the following order, at the date or dates fixed by the Indenture Trustee and, in case of the distribution of such money or Holding Trust Assets on account of principal amount or interest or of the applicable redemption price, as applicable, upon presentation of the applicable Notes and the notation thereon of the payment, if only partially paid, and upon surrender thereof, if fully paid:

(1) First: to the payment of the amounts then due and unpaid on account of the principal amount (including any portion of the applicable redemption price representing principal) of the Notes in respect of which or for the benefit of which such money or Holding Trust Assets has been collected, unless otherwise directed by Extraordinary Resolution, in which case in such order or priority as may be directed thereby; and

(2) Second: to the payment of the amounts then due and unpaid (including deferred, as applicable) on account of interest (including any portion of the applicable redemption price representing interest) on the Notes in respect of which or for the benefit of which such money or Holding Trust Assets has been collected, unless otherwise directed by Extraordinary Resolution, in which case in such order or priority as may be directed thereby,

provided that no payment shall be made pursuant to Section 706(1) or Section 706(2) above in respect of the principal of or applicable redemption price, as applicable, or interest on any Note held, directly or indirectly, by or for the benefit of the Issuer (other than, if permitted hereunder, any Note pledged for value and in good faith to a person other than the Issuer but only to the extent of such person's interest therein), except subject to the prior payment in full of the principal of or applicable redemption price, as applicable, and interest on all Notes which are not so held.

Section 707. Distribution of Amounts.

Prior to the Delivery Time, distributions of money to Holders pursuant to Section 706 are to be made as follows:

(1) at least 15 days' notice of every payment shall be given in accordance with Section 1502 specifying the time when and the place or places where the Notes are to be presented and the amount of the payment and the application thereof as between principal and interest (including the portion of the applicable redemption price representing principal and interest);

(2) payment of any Note shall be made upon presentation thereof at any one of the places specified in such notice and any such Note thereby paid in full shall be surrendered, otherwise a notation of such payment shall be endorsed thereon, provided that the Indenture Trustee may, in its sole discretion, dispense with presentation and surrender for endorsement in any special case upon such indemnity being given as it shall deem sufficient;

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

(4) the Indenture Trustee is not bound to apply or make any partial or interim payment of any amounts received by it, if any such amount is insufficient to make a distribution of at least 3% of the aggregate principal amount of the Outstanding Notes, provided that the Indenture Trustee may retain the amount so received by it and invest or deposit such amount as provided in Section 1206 until the amount or the investments representing such amount, with the income derived therefrom, together with any other amounts for the time being under its control is sufficient for such purpose or until it shall consider it advisable to apply such amounts in the manner hereinbefore set forth. The foregoing shall, however, not apply to a final payment in distribution hereunder.

Section 708. Right of Holders to Receive Principal Amount and Interest or Redemption Price.

The Holder of any Note shall have the right to receive payment of: (1) the principal amount of and any accrued and unpaid (including deferred, as applicable) interest on such Note on the applicable Maturity Date or upon the occurrence of any Event of Default in accordance with this Article Seven; or (2) in the case of a redemption, the applicable redemption price on such Note on the applicable Redemption Date (or such other date specified in this Indenture), and to institute suit for the enforcement of any such payment and such rights are not impaired without the consent of such Holder, provided that, for greater certainty, whether or not following an Event of Default, any remedies and any claims of such Holder against the Issuer as a result of an Automatic Delivery Event are subject to, and only as set out in, the terms of the Notes, Section 713 and Article Eight.

Section 709. Restoration of Rights and Remedies.

If the Indenture Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Indenture Trustee or to such Holder, then and in every such case, subject to any determination in such proceeding, the Issuer, the Indenture Trustee and the Holders shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Indenture Trustee and the Holders shall continue as though no such proceeding had been instituted.

Section 710. Rights and Remedies Cumulative.

Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes in the last paragraph of Section 211, no right or remedy herein conferred upon or reserved to the Indenture Trustee or, subject to the other provisions herein, including the limitations set out in the terms of the Notes, Section 713 and Article Eight, to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion of any other appropriate right or remedy.

Section 711. Delay or Omission Not Waiver.

No delay or omission by the Indenture Trustee or by any Holder to exercise any right or remedy accruing upon any Event of Default, or failure of the Holding Trust Trustee to deliver the applicable Holding Trust Assets to a Holder, shall impair any such right or remedy or constitute a waiver of any such Event of Default or failure or an acquiescence thereof. Every right and remedy given by this Article Seven or by law to the Indenture Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Indenture Trustee or by the Holders, as applicable.

Section 712. Undertaking for Costs.

In any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Indenture Trustee for any action taken, suffered or omitted by it as Indenture Trustee, a court may require any party litigant in such suit to file an undertaking to pay the costs of such suit, and may assess reasonable costs against any such party litigant, in the manner and to the extent provided by law, provided that this Section 712 is not deemed to authorize any court to require such an undertaking or to make such an assessment in any suit instituted by the Issuer.

Section 713. Recourse to Holding Trust Assets is Sole Remedy for an Automatic Delivery Event.

Notwithstanding any other provision in this Indenture or the Notes, by acquiring any Note, each Holder and Beneficial Holder of such Note or any interest therein, including any person acquiring any such Note or interest therein after the date hereof, irrevocably acknowledges, consents and agrees with and for the benefit of the Issuer and the Indenture Trustee that the delivery of the applicable Holding Trust Assets to a Holder as a result of an Automatic Delivery Event shall satisfy in full the Issuer's obligations to the Holder in respect of the Notes held by such Holder and such Holder shall have no further rights, claims or remedies under this Indenture or the Notes in respect of the Notes held by such Holder following the Delivery Time.

Notwithstanding any other provision in this Indenture or the Notes, upon the occurrence of an Automatic Delivery Event, in the event that a Holder fails to receive the applicable Holding Trust Assets as a result of an Automatic Delivery Event, the sole remedy of such Holder for any claims is to have recourse to the applicable Holding Trust Assets. The delivery of the applicable Holding Trust Assets to a Holder is in full satisfaction of the corresponding Notes and shall extinguish all claims and remedies of such Holder against the Issuer in respect of such Notes and shall otherwise extinguish the Notes. In case of any shortfall resulting from the value of the Holding Trust Assets in respect of the Notes being less than the principal amount of, and any accrued and unpaid (including deferred, as applicable) interest on, the Notes, all losses arising from such shortfall shall be borne by such Holders and no claim may be made against the Issuer in respect of such losses.

ARTICLE EIGHT
HOLDING TRUST AND AUTOMATIC DELIVERY EVENT

Section 801. Holding Trust Assets.

In connection with the issuance of Notes, the Issuer will cause the Holding Trust Trustee to hold the applicable Holding Trust Assets in the Holding Trust. As of the Date of Issue of the Series 1 Notes, the Holding Trust Assets consists of 350,000 Series 2022-A Preferred Shares in respect of the Series 1 Notes.

From and after the Date of Issue of any Notes, in the event of an Automatic Delivery Event, the Holders of such Notes will be entitled to, without any action on the part of, or the consent of, the Holders or the Indenture Trustee, receive at the Delivery Time one Preferred Share of the series issued in connection with the offering of such Notes for each \$1,000 principal amount of Notes held immediately prior to the Delivery Time and such Holder's proportionate share of any other Holding Trust Assets held in respect of such Notes (other than Preferred Shares) in proportion to the principal amount of the Outstanding Notes held by such Holder.

In accordance with and subject to the Holding Trust Declaration of Trust, the Issuer shall not permit the Holding Trust Trustee to take any actions not permitted under the Holding Trust Declaration of Trust with respect to the Holding Trust Assets in respect of the Notes.

If an Automatic Delivery Event occurs, the Issuer will, no later than one Business Day after the occurrence of such Automatic Delivery Event, notify the Holding Trust Trustee of the occurrence of such Automatic Delivery Event. Any failure or delay by the Issuer in notifying the Holding Trust Trustee of such Automatic Delivery Event does not prevent or preclude in any manner the recourse of Holders to such Holding Trust Assets in accordance with and subject to the terms of the Notes and this Indenture. For greater certainty, whether or not following an Event of Default, any remedies and any claims against the Issuer as a result of an Automatic Delivery Event are subject to, and only as set out in, the terms of the Notes, Section 713 and Article Eight.

Section 802. Recourse to Holding Trust Assets for an Automatic Delivery Event.

Notwithstanding any other provision in this Indenture or the Notes, upon the delivery of the applicable Holding Trust Assets to a Holder as a result of an Automatic Delivery Event, the Notes are deemed to be immediately and automatically surrendered and cancelled, without any further action by the Holders, who shall thereupon automatically cease to be holders thereof and all rights of any such Holder as a debtholder of the Issuer shall automatically cease.

Notwithstanding any other provision in this Indenture or the Notes, upon the occurrence of an Automatic Delivery Event, the principal amount of, and accrued and unpaid (including deferred, as applicable) interest on, all of the Notes will become due and payable by the Issuer without any declaration or other act on the part of the Indenture Trustee or any Holder, provided that the recourse of each Holder will be limited to such Holder's proportionate share of the applicable Holding Trust Assets, and all claims of the Holders against the Issuer under the Notes will be extinguished upon receipt of the applicable Holding Trust Assets.

The Issuer declares that it will hold:

(1) any Holding Trust Assets in respect of the Notes that it receives from the Holding Trust Trustee following any Automatic Delivery Event in trust for the Holders of such Notes to whom delivery of such Holding Trust Assets was not made as required in accordance with the Holding Trust Declaration of Trust and, subject to Section 803, the Issuer agrees to deliver the applicable proportionate share of such Holding Trust Assets so held to such Holders as soon as practicable following receipt thereof; and

(2) any Holding Trust Assets in respect of the Notes that it receives from the Holding Trust Trustee other than following any Automatic Delivery Event in trust for the Holders and, unless the obligations of the Issuer under such series of Notes have been satisfied in full, and subject to Section 803, the Issuer agrees to deliver the applicable

proportionate share of such Holding Trust Assets so held to such Holders upon surrender of the Notes held by such Holders.

Section 803. Right Not to Deliver Preferred Shares to Ineligible Persons.

Notwithstanding any other provision in this Indenture, the Issuer may not deliver Preferred Shares to any person whom the Issuer or its transfer agent has reason to believe is an Ineligible Person. In such circumstances, the Issuer will hold, as agent for such Ineligible Persons, the Preferred Shares that would have otherwise been delivered to such Ineligible Persons and will attempt to facilitate the sale of such Preferred Shares to parties other than the Issuer and its affiliates on behalf of such Ineligible Persons through a registered dealer to be retained by the Issuer on behalf of such Ineligible Persons. Such sales (if any) of Preferred Shares may be made at any time and at any price. The Issuer is not subject to any liability for failure to sell any such Preferred Shares on behalf of such Ineligible Persons or at any particular price on any particular day. The net proceeds received by the Issuer from the sale of any such Preferred Shares will be divided among the applicable Ineligible Persons in proportion to the number of Preferred Shares that would otherwise have been delivered to them after deducting the costs of sale and any applicable withholding taxes. The Issuer shall deliver a cheque or send a wire transfer in immediately available funds representing the aggregate net proceeds to the Depository (if the Preferred Shares are then held in the form of one or more global securities) or in all other cases to such Ineligible Persons in accordance with the regular practices and procedures of the transfer agent for such Preferred Shares or otherwise.

ARTICLE NINE

SATISFACTION AND DISCHARGE AND DEFEASANCE

Section 901. Satisfaction and Discharge of Indenture.

This Indenture shall cease to be of further effect (except with respect to any surviving rights of registration of transfer or exchange of Notes expressly provided for herein), and the Indenture Trustee, at the expense of the Issuer, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture, when:

(1) either:

(a) all Notes theretofore authenticated and delivered (other than (i) Notes which have been mutilated, destroyed, lost or stolen and which have been replaced or paid as provided in Section 211 and (ii) Notes for whose payment money or applicable Holding Trust Assets have theretofore been deposited in trust or segregated and held in trust by the Indenture Trustee and thereafter repaid to the Issuer or discharged from such trust, as provided in Section 503) have been delivered to the Indenture Trustee for cancellation; or

(b) all such Notes not theretofore delivered to the Indenture Trustee for cancellation have become due and payable and (i) the Issuer has deposited or caused to be deposited with the Indenture Trustee in trust, solely for the benefit of the Holders, cash in an amount sufficient to discharge the entire indebtedness on such Notes for principal amount and interest to the applicable Maturity Date or for the applicable redemption price to the applicable Redemption Date, as applicable, or (ii) in the event of an Automatic Delivery Event, all Holding Trust Assets in respect of the Notes which Holders of such Notes are entitled to receive under

Section 801 have been delivered by the Holding Trust Trustee to the Depository, in the case of Global Notes, or to the registered Holders of such Notes, in the case of Definitive Notes in accordance with the terms of the Holding Trust Declaration of Trust;

(2) no Event of Default has occurred and is continuing on the date of the deposit or will occur as a result of the deposit and the deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which the Issuer is a party or by which the Issuer is bound;

(3) the Issuer has paid or caused to be paid all other sums payable hereunder by the Issuer; and

(4) the Issuer has delivered to the Indenture Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent herein relating to the satisfaction and discharge of this Indenture have been complied with.

Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Issuer to the Indenture Trustee under Section 1207, and, if money in respect of the Notes shall have been deposited with the Indenture Trustee pursuant to Section 901(1)(b), the obligations of the Indenture Trustee under Section 902 and the last paragraph of Section 503 shall survive.

Section 902. Application of Trust Money.

Subject to the provisions of the last paragraph of Section 503, all money in respect of the Notes deposited with the Indenture Trustee pursuant to Section 901(1)(b) shall be held in trust and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as its own Paying Agent) as the Indenture Trustee may determine, to the persons entitled thereto, of the principal amount and interest or the applicable redemption price, as applicable, for whose payment such money in respect of the Notes has been deposited with the Indenture Trustee.

Section 903. Defeasance.

(1) The Issuer is deemed to have fully paid, satisfied and discharged all of the outstanding Notes and the Indenture Trustee, at the request and expense of the Issuer, shall execute and deliver proper instruments acknowledging the full payment, satisfaction and discharge of such Notes when, with respect to all of the outstanding Notes:

(a) the Issuer has deposited or caused to be deposited with the Indenture Trustee as trust funds or property in trust for the purpose of making payment on such Notes, an amount in money, sufficient to pay, satisfy and discharge the entire amount of principal or applicable redemption price, as applicable, and interest, if any, to the applicable Maturity Date, repayment date or Redemption Date, as applicable, of such Notes as will be sufficient to pay and discharge the entire amount of principal or applicable redemption price, as applicable, and accrued and unpaid (including deferred, as applicable) interest to the applicable Maturity Date or Redemption Date, as applicable, of all such Notes;

(b) the Issuer has paid, caused to be paid or made provisions to the satisfaction of the Indenture Trustee for the payment of all other sums payable with

respect to all of such Notes (together with all applicable expenses of the Indenture Trustee in connection with the payment of such Notes); and

(c) the Issuer has delivered to the Indenture Trustee an Officer's Certificate stating that all conditions precedent herein provided relating to the payment, satisfaction and discharge of all such Notes have been complied with.

Any deposits with the Indenture Trustee referred to above are irrevocable, subject to certain exceptions, and shall be made under the terms of an escrow or trust agreement in form and substance satisfactory to the Indenture Trustee and which provides for the due and punctual payment of the principal or applicable redemption price, as applicable, and interest on the Notes being satisfied.

(2) Upon the satisfaction of the conditions set forth in Section 903(1) with respect to all the Outstanding Notes, the terms and conditions of the Notes, including the terms and conditions with respect thereto set forth in this Indenture shall, except as expressly provided to the contrary, no longer be binding upon or applicable to the Issuer.

(3) Any funds deposited with the Indenture Trustee pursuant to Section 903(1) shall be denominated in the currency or denomination of the Notes in respect of which such deposit is made.

(4) If the Indenture Trustee is unable to apply any amounts in accordance with Section 903(1) by reason of any legal proceeding or any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Issuer's obligations under this Indenture and the affected Notes shall be revived and reinstated as though no amounts had been deposited pursuant to Section 903(1) until such time as the Indenture Trustee is permitted to apply all such amounts in accordance with Section 903(1), provided that if the Issuer has made any payment in respect of principal or redemption price, as applicable, or interest on Notes or, as applicable, other amounts because of the reinstatement of its obligations, the Issuer is subrogated to the rights of the Holders of such Notes to receive such payment from the money held by the Indenture Trustee.

Section 904. Continuance of Rights, Duties and Obligations.

Where trust funds or trust property have been deposited pursuant to Section 903, the Holders and the Issuer shall continue to have and be subject to their respective rights, powers, trusts, obligations, duties and responsibilities under Article Two and Article Three.

In the event that, after the deposit of trust funds or trust property pursuant to Section 903, the Issuer is required to make an offer to purchase any outstanding Notes, the Issuer is entitled to use any trust money or trust property deposited with the Indenture Trustee pursuant to Section 903 for the purpose of paying to any Holders of such Notes who have accepted any such offer of the total offer price payable in respect of an offer relating to any of such Notes. Upon receipt of an Issuer Direction, the Indenture Trustee is entitled to pay to such Holder from such trust money or trust property deposited with the Indenture Trustee pursuant to Section 903 in respect of the Notes which is applicable to the Notes held by such Holders who have accepted any such offer of the Issuer (which amount is to be based on the applicable principal amount of the Notes held by accepting offerees in relation to the aggregate outstanding principal amount of all the Notes).

Notwithstanding anything else in this Section 904, all funds remaining after the full payment, satisfaction and discharge of such Notes shall be returned to the Issuer after the deduction of reasonable costs and expenses incurred by the Indenture Trustee in remitting the funds to the Holders.

ARTICLE TEN

MEETINGS OF HOLDERS

Section 1001. Purpose, Effect and Convention of Meetings.

Wherever in this Indenture a request, demand, authorization, direction, notice, consent, resolution, waiver or other action required, provided or permitted by this Indenture to be given, made or taken by Holders (or any of them) is required, a meeting may be convened in accordance with this Article Ten to consider and resolve whether such request, demand, authorization, direction, notice, consent, resolution, waiver or other action should be approved by the Holders. A resolution passed by the affirmative votes of the Holders of at least a majority of the principal amount of the Outstanding Notes represented and voting on a poll at a meeting of Holders duly convened for the purpose and held in accordance with the provisions of this Indenture shall constitute conclusively such request, demand, authorization, direction, notice, consent, resolution, waiver or other action, provided that an Extraordinary Resolution is required wherever in this Indenture such request, demand, authorization, direction, notice, consent, resolution, waiver or other action of the Holders is required to be approved by Extraordinary Resolution or otherwise by Holders of at least 66⅔% of the principal amount of the Outstanding Notes.

At any time and from time to time, the Indenture Trustee, on behalf of the Issuer, may and, on receipt of an Issuer Order or a Holders' Request, and upon being indemnified and funded for the costs thereof to the reasonable satisfaction of the Indenture Trustee by the Issuer or the Holders signing such Holders' Request, will, convene a meeting of all Holders.

If the Indenture Trustee fails to convene a meeting after being duly requested as aforesaid (and indemnified and funded as aforesaid), the Issuer or such Holders may themselves convene such meeting and the notice calling such meeting may be signed by such person as the Issuer or such Holders designate, as applicable. Every such meeting will be held in Edmonton, Alberta or such other place as the Indenture Trustee may determine or approve.

Section 1002. Notice of Meetings.

At least 21 days' notice of any meeting of the Holders shall be given to the Holders of Outstanding Notes in the manner set forth in Section 1502 and a copy of such notice shall be sent to the Indenture Trustee, unless the meeting has been called by it, and to the Issuer, unless such meeting has been called by it. Such notice shall state the time and place at which the meeting is to be held and shall briefly state the general nature of the business to be transacted thereat and it is not necessary for any such notice to set out the terms of any resolution to be proposed or any of the provisions of this Article Ten. A failure to provide notice of a meeting to any Holder shall not invalidate any resolution passed at any such meeting. A Holder may waive notice of a meeting either before or after such meeting of Holders.

Section 1003. Chair.

A person, who need not be a Holder, nominated in writing by the Indenture Trustee shall be chair of the meeting and, if no person is nominated by the Indenture Trustee, or if the person so nominated is not present within 15 minutes from the time fixed for the holding of the meeting, a

majority of the Holders present in person or by proxy shall choose a person present to be chair of the meeting.

Section 1004. Quorum.

Subject to this Indenture, at any meeting of Holders a quorum consists of Holders present in person or by proxy and representing at least 25% in principal amount of the Outstanding Notes. If a quorum of the Holders is not present within 30 minutes from the time fixed for holding any meeting, the meeting, if convened by the Holders or pursuant to a Holders' Request, is 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 next Business Day thereafter) at the same time and place and no notice shall be required to be given in respect of such adjourned meeting. At the adjourned meeting, the Holders present in person or by proxy shall constitute a quorum and may transact the business for which the meeting was originally convened, notwithstanding that such Holders may not represent 25% in principal amount of the Outstanding Notes. 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 original meeting. No business shall be transacted at any meeting unless the required quorum is present at the commencement of business.

Section 1005. Power to Adjourn.

The chair of any meeting at which a quorum of the Holders is present may, with the consent of the Holders of a majority in principal amount of the Outstanding Notes represented thereat, adjourn any such meeting and no notice of such adjournment is required to be given except such notice, if any, as the meeting may prescribe.

Section 1006. Voting.

On a poll, each Holder present in person or represented by a duly appointed proxy is entitled to one vote in respect of each \$1,000 principal amount of Notes of which it is the Holder. A proxy need not be a Holder. In the case of joint registered Holders of a Note, any one of them present in person or by proxy at the meeting may vote in the absence of the other or others, provided that, in the event that more than one of them is present in person or by proxy at the meeting, they shall vote together in respect of the Notes of which they are joint registered Holders.

Section 1007. Poll.

A poll will be taken on every resolution and Extraordinary Resolution submitted for approval at a meeting of Holders, in such manner as the chair of the meeting directs, and the results of such polls are binding on all Holders. Every resolution, other than an Extraordinary Resolution, will be decided by a majority of the votes cast on the poll for that resolution. An Extraordinary Resolution will require at least 66 $\frac{2}{3}$ % of the votes cast on the poll for that resolution to be passed.

Section 1008. Proxies.

A Holder may be present and vote at any meeting of Holders by an authorized representative. The Issuer (if it calls the meeting) or the Indenture Trustee (in any other case) for the purpose of enabling the Holders to be present and vote at any meeting without producing their Notes, and of enabling them to be present and vote at any such meeting by proxy and of depositing instruments appointing such proxies at some place other than the place where the meeting is to be

held, may from time to time make and vary such regulations as it thinks fit providing for and governing any or all of the following matters:

- (1) the form of the instrument appointing a proxy, which shall be in writing, and the manner in which such instrument is to be executed and the production of the authority of any person signing on behalf of a Holder;
- (2) the deposit of instruments appointing proxies at such place as the Indenture Trustee, the Issuer or the Holder convening the meeting, as applicable, may, in the notice calling the meeting, direct and the time, if any, before the holding of the meeting or any adjournment thereof by which such instruments must be deposited; and
- (3) 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, faxed, cabled, telegraphed or sent by other electronic means before the meeting to the Issuer or to the Indenture Trustee at the place where such meeting is to be held and for the voting of proxies so deposited as though the instruments themselves were produced at the meeting.

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

Section 1009. Persons Entitled to Attend Meetings.

The Issuer and the Indenture Trustee, by their directors, officers and employees and the legal advisors of the Issuer, the Indenture Trustee or any Holder may attend any meeting of the Holders, but shall have no vote as such.

Section 1010. Powers Exercisable by Extraordinary Resolution.

In addition to the powers conferred upon them by any other provision of this Indenture (including Section 703 and Section 1401) or by law, a meeting of the Holders shall have the following powers exercisable from time to time by Extraordinary Resolution, subject in the case of the matters in Section 1010(9) and Section 1010(10) to receipt of the prior approval of the securities exchange, if any, on which any securities of the Issuer are then listed:

- (1) power to sanction any modification, abrogation, alteration, compromise or arrangement of the rights of the Holders or the Indenture Trustee against the Issuer, or against its property, whether such rights arise under this Indenture, the Notes or otherwise;
- (2) power to assent to any modification of or change in or addition to or omission from the provisions contained in this Indenture or any Note which is agreed to by the Issuer and to authorize the Indenture Trustee to concur in and execute any Supplemental Indenture or other instrument hereto embodying any modification, change, addition or omission;
- (3) power to direct or authorize the Indenture Trustee to exercise any power, right, remedy or authority given to it by this Indenture in any manner specified in any such Extraordinary Resolution or to refrain from exercising any such power, right, remedy or authority;

(4) power to restrain any Holder from taking or instituting any suit, action or proceeding for the purpose of enforcing payment of the principal or applicable redemption price, as applicable, or interest on the Notes, or for the execution of any trust or power hereunder;

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

(6) 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 Issuer;

(7) power to appoint a committee with power and authority (subject to such limitations, if any, as may be prescribed in the resolution) to exercise, and to direct the Indenture Trustee to exercise, on behalf of the Holders, such of the powers of the Holders as are exercisable by Extraordinary Resolution or other resolution as included in the resolution appointing the committee, provided that the following terms apply to the appointment of such committee:

(a) the resolution making such appointment may provide for payment of the expenses and disbursements of and compensation to such committee;

(b) such committee shall consist of such number of persons as are prescribed in the resolution appointing it and the members need not be themselves Holders;

(c) every such committee may elect its chair and may make regulations respecting its quorum, the calling of its meetings, the filling of vacancies occurring in its number and its procedure generally, and 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; and

(d) all acts of any such committee within the authority delegated to it are binding upon all Holders;

(8) power to remove the Indenture Trustee from office and to appoint a successor Indenture Trustee or Indenture Trustees, provided that no such removal shall become effective until the acceptance of appointment by the successor Indenture Trustee or Indenture Trustees in accordance with the applicable requirements of Section 1211;

(9) power to sanction the exchange of the Notes for or the conversion thereof into shares, units, bonds, notes or other securities or obligations of the Issuer or of any other person formed or to be formed;

(10) power to authorize the distribution in specie of any shares, units, bonds, notes, securities or other obligations received pursuant to a transaction authorized under the provisions of Section 1010(9);

(11) power to authorize the Issuer and the Indenture Trustee to grant extensions of time for payment of interest on any of the Notes, whether or not the interest, the payment in respect of which is extended, is at the time due or overdue; and

(12) power to amend, alter or repeal any Extraordinary Resolution previously passed or sanctioned by the Holders or by any committee appointed pursuant to Section 1010(7).

Section 1011. Powers Cumulative.

Any one or more of the powers in this Indenture stated to be exercisable by the Holders 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 is not deemed to exhaust the rights of the Holders to exercise the same or any other such power or powers thereafter from time to time. No powers exercisable by Extraordinary Resolution will derogate in any way from the rights of the Issuer pursuant to this Indenture.

Section 1012. Minutes.

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

Section 1013. Instruments in Writing.

Any action which may be taken and any power which may be exercised by the Holders at a meeting held as provided in this Article Ten may also be taken and exercised by the Holders of not less than 50% in principal amount of the Outstanding Notes by a signed instrument in writing, except for matters required to be approved by Extraordinary Resolution, in which case such matter may be approved by an instrument in writing signed by the Holders of not less than 66⅔% in principal amount of the Outstanding Notes, and the expressions "consent", "resolution" or "Extraordinary Resolution" when used in this Indenture will include such signed instruments. Notice of any resolution or Extraordinary Resolution passed in accordance with this Section 1013 will be given by the Indenture Trustee to the Holders within 30 days of the date on which such resolution or Extraordinary Resolution was passed.

Section 1014. Binding Effect of Resolutions.

Every resolution and every Extraordinary Resolution passed in accordance with the provisions of this Article Ten at a meeting of Holders is binding upon all the Holders, whether present at or absent from such meeting, and every instrument in writing signed by Holders in accordance with Section 1013 is binding upon all Holders, whether signatories thereto or not, and each and every Holder and the Indenture Trustee (subject to the provisions for its indemnity contained herein) shall, subject to applicable law, be bound to give effect accordingly to every such resolution, Extraordinary Resolution and instrument in writing.

Section 1015. Evidence of Rights of Holders.

Any request, demand, authorization, direction, notice, consent, resolution, waiver or other action which this Indenture may require or permit to be signed or executed by the Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing and, except as otherwise expressly provided herein, such action shall become effective when such instrument or instruments are delivered to the Indenture Trustee and, where it is expressly required hereby, to the Issuer. Proof of execution of any such instrument or of a writing appointing any such agent, is sufficient for any purpose of this Indenture and (subject to Section 1201) conclusive in favour of the Indenture Trustee and the Issuer, if made in the manner provided in this Section 1015.

The fact and date of the execution by any person of any such instrument or writing may be established by the affidavit of a witness to such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to such witness, notary public or other authorized officer the execution thereof. Where such execution is by a signatory acting in a capacity other than their personal capacity, such certificate or affidavit shall also constitute sufficient proof of such signatory's authority. The fact and date of the execution of any such instrument or writing, or the authority of the person executing the same, may also be proved in any other manner which the Indenture Trustee deems sufficient.

Any request, demand, authorization, direction, notice, consent, resolution, waiver or other action of the Holder of any Note shall bind every future Holder of the same Note and the Holder of every Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Indenture Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Note.

Section 1016. Serial Meetings.

If any business to be transacted at a meeting of Holders, or any action to be taken or power to be exercised by instrument in writing under Section 1013, specifically affects the rights of the Holders of one or more series of Notes in a manner or to an extent substantially differing from that in or to which it affects the rights of the Holders of any other series of Notes then:

(1) reference to such fact, indicating each series of Notes so specifically affected, shall be made in the notice of such meeting and the meeting shall be a "**Serial Meeting**"; and

(2) the Holders of Notes of a series so specifically affected are not bound by any action taken at a Serial Meeting or by instrument in writing under Section 1013, unless in addition to compliance with the other provisions of this Article Ten:

(a) at such Serial Meeting: (i) there are present in person or by proxy Holders of at least 25% (or for the purpose of passing an Extraordinary Resolution, Holders of at least 50%) in principal amount of the Outstanding Notes of such series, subject to the provisions of this Article Ten with respect to quorum at adjourned meetings; and (ii) the ordinary resolution is passed by the affirmative votes of the Holders of a majority (or in the case of an Extraordinary Resolution not less than 66⅔%) in principal amount of the Outstanding Notes of such series on the resolution; or

(b) in the case of action taken or power exercised by instrument in writing under Section 1013, such instrument is signed in one or more counterparts by the Holders of a majority (or in the case of an Extraordinary Resolution, at least 66 $\frac{2}{3}$ %) in principal amount of the Outstanding Notes of such series;

provided, however, that, notwithstanding the foregoing and the third paragraph of this Section 1016, if any business to be transacted at a meeting of Holders or any action to be taken or power exercised by instrument in writing under Section 1013 affects the rights of the Holders of Notes of two or more series in substantially the same manner or substantially to the same extent, as determined by the Indenture Trustee, acting reasonably, and confirmed by an Opinion of Counsel, then such series of Notes is deemed to be and treated as one series of Notes for the purposes of this Section 1016 only.

If in the Opinion of Counsel any business to be transacted at any meeting, or any action to be taken or power to be exercised by instrument in writing under Section 1013, does not adversely affect the rights of the Holders of Notes of one or more particular series, the provisions of this Article Ten shall apply as if the Notes of such series were not outstanding and no notice of any such meeting is required to be given to the Holders of Notes of such series. For greater certainty, a proposal to modify or terminate any covenant or agreement which is effective only so long as Notes of a particular series are outstanding is deemed not to adversely affect the rights of Holders of Notes of any other series.

A proposal:

(1) to extend any Maturity Date of any particular series of Notes or to reduce the principal amount thereof, the rate of interest or redemption price thereon or to impair any conversion right thereof;

(2) to modify or terminate any covenant or agreement which by its terms is effective only so long as Notes of a particular series are outstanding; or

(3) to reduce with respect to Holders of any particular series any percentage or fractional requirement stated in Section 1004, Section 1007, Section 1013 or in this Section 1016 or in the definition of Extraordinary Resolution

is deemed to specifically affect the rights of the Holders of such series of Notes in a manner substantially differing from that in which it affects the rights of Holders of Notes of any other series.

ARTICLE ELEVEN

SUCCESSORS TO THE ISSUER

Section 1101. Issuer May Consolidate, Etc., Only on Certain Terms.

The Issuer shall not enter into any transaction (including by way of reconstruction, reorganization, consolidation, arrangement, amalgamation, merger, liquidation, transfer, sale or otherwise) whereby all or substantially all of its undertaking, property and assets would become the property of any other person or, in the case of any such amalgamation, of the continuing corporation resulting therefrom, unless:

(1) such other person or continuing corporation (the "**Successor**") is a corporation, company, partnership, trust or other entity formed under the laws of Canada or the United States or a province, state or territory thereof;

(2) the Successor executes, prior to or contemporaneously with the consummation of such transaction, such instruments (if any) as are in the Opinion of Counsel necessary or advisable to evidence (a) the assumption by the Successor of liability for the due and punctual payment of the principal or redemption price, as applicable, and interest and all other amounts payable hereunder, (b) the covenant of the Successor to pay such amounts and (c) the agreement of the Successor to observe and perform all the covenants and obligations of the Issuer under this Indenture and the Notes;

(3) such transaction is upon such terms as to substantially preserve and not impair any of the rights and powers of the Indenture Trustee or the Holders hereunder or under the Notes; and

(4) no Event of Default shall have occurred and be continuing immediately prior to such transaction or will occur as a result of such transaction,

provided, however, the provisions of Section 1101(2) are not applicable to any amalgamation between or among the Issuer and any of its subsidiaries under the *Canada Business Corporations Act* or other applicable law where the Successor assumes such liability, covenants and obligations by operation of law. Upon completion of such assignment and assumption by the Successor, the Issuer (or any previous successor to the Issuer) is released from all liabilities and obligations under this Indenture and all Notes.

Section 1102. Successor Substituted.

Whenever the conditions of Section 1101 have been duly observed and performed, the Successor shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under this Indenture with the same effect as if the Successor had been named as the Issuer herein, and thereafter the predecessor person is relieved of all obligations and covenants under this Indenture and the Notes.

ARTICLE TWELVE
THE INDENTURE TRUSTEE

Section 1201. Certain Duties and Responsibilities.

The rights, powers, trusts, obligations, duties and responsibilities of the Indenture Trustee are as provided herein. Notwithstanding the foregoing, no provision of this Indenture requires the Indenture Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or responsibilities hereunder, or in the exercise of any of its rights or powers under this Indenture, unless the Indenture Trustee has been indemnified as required in this Indenture. Whether or not expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Indenture Trustee is subject to the provisions of this Section 1201.

Section 1202. Certain Rights of Indenture Trustee.

Subject to the provisions of Section 1201:

(1) the Indenture Trustee may conclusively rely and is protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(2) any direction, request or order of the Issuer mentioned herein is sufficiently evidenced by an Issuer Direction or Issuer Order, and any resolution of the Board of Directors is sufficiently evidenced by a Board Resolution;

(3) whenever in the administration of this Indenture the Indenture Trustee deems it necessary or advisable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Indenture Trustee (unless other evidence is specifically prescribed herein) may, in the absence of bad faith on its part, conclusively rely upon an Officer's Certificate;

(4) the Indenture Trustee may consult with counsel and the written advice of such counsel or any Opinion of Counsel is full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(5) the Indenture Trustee is under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders have offered to the Indenture Trustee security or indemnity reasonably satisfactory to it against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(6) the Indenture Trustee is not bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Indenture Trustee, in its discretion, acting reasonably, may make such further inquiry or investigation into such facts or matters as it may determine necessary, and, if the Indenture Trustee determines to make such further inquiry or investigation, it is entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney during the Issuer's normal business hours, provided, however, that the Indenture Trustee shall cause its agents and attorneys to hold confidential all such information except to the extent disclosure may be required by law and except to the extent that the Indenture Trustee, in its sole judgment, acting reasonably, may determine that such disclosure is consistent with its obligations hereunder;

(7) the Indenture Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Indenture Trustee is responsible for any misconduct or negligence on the part of any agent or attorney appointed by it hereunder;

(8) the rights, privileges, protections, immunities and benefits given to the Indenture Trustee, including, its right to be indemnified, are extended to, and are enforceable by, the Indenture Trustee in each of its capacities hereunder;

(9) the Indenture Trustee is not charged with knowledge of any Event of Default with respect to the Notes, unless either (a) a Responsible Officer shall have actual knowledge of such default or (b) written notice of such Event of Default shall have been given to the Indenture Trustee by the Issuer or by any Holder; and

(10) the permissive rights of the Indenture Trustee enumerated herein are not construed as duties.

Section 1203. Not Responsible for Recitals.

The recitals contained herein and in the Notes, except the Indenture Trustee's certificates of authentication in accordance with Section 204, shall be taken as the statements of the Issuer, and the Indenture Trustee assumes no responsibility for their correctness.

Section 1204. Agents May Hold Notes.

The Indenture Trustee, any Paying Agent, any Note Registrar or any other agent of the Issuer, in its individual or any other capacity, may become the owner or pledgee of Notes and, subject to Section 1208, may otherwise deal with the Issuer with the same rights it would have if it were not the Indenture Trustee, Paying Agent, Note Registrar or such other agent.

Section 1205. Money or Holding Trust Assets Held in Trust.

Money or Holding Trust Assets in respect of the Notes held by the Indenture Trustee in trust hereunder need not be segregated from other funds except to the extent required by this Indenture, the Holding Trust Declaration of Trust or by law. The Indenture Trustee is under no liability for interest on any money or Holding Trust Assets received by it hereunder except as otherwise agreed with the Issuer.

Section 1206. Investment of Amounts Held by Indenture Trustee.

Unless otherwise provided in this Indenture, any amounts held by the Indenture Trustee, which, under the trusts of this Indenture, may or ought to be invested or which may be on deposit with the Indenture Trustee or which may be in the hands of the Indenture Trustee may be invested and reinvested in the name or under the control of the Indenture Trustee in securities in which, under the laws of the Province of Alberta, the Indenture Trustee is authorized to invest trust monies, provided that such securities are expressed to mature within two years or such shorter period selected by the Issuer to facilitate any payments expected to be made under this Indenture, after their purchase by the Indenture Trustee, and unless and until the Indenture Trustee has declared the principal of or applicable redemption price, as applicable, and interest (including deferred interest, as applicable) on the Notes to be due and payable, the Indenture Trustee shall invest such monies upon Issuer Direction given in a reasonably timely manner. Pending the investment of any amounts as hereinbefore provided, such amounts may be deposited in the name of the Indenture Trustee in any chartered bank of Canada or, with the consent of the Issuer, in the deposit department of the Indenture Trustee or any other loan or trust company authorized to accept deposits under the laws of Canada or any province thereof at the rate of interest, if any, then current on similar deposits.

Unless and until the Indenture Trustee has declared the principal of or applicable redemption price, as applicable, and interest (including deferred interest, as applicable) on the Notes to be due and payable, the Indenture Trustee shall pay over to the Issuer all interest received by the Indenture Trustee in respect of any investments or deposits made pursuant to the provisions of this Section 1206.

Section 1207. Compensation and Reimbursement.

The Issuer agrees:

(1) to pay to the Indenture Trustee from time to time such compensation as is agreed to in writing between the Issuer and the Indenture Trustee for all services rendered

by it hereunder (which compensation is not limited by any provision of applicable law in regard to the compensation of a trustee of an express trust);

(2) except as otherwise expressly provided herein, to reimburse the Indenture Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Indenture Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the reasonable expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to its negligence or bad faith;

(3) to indemnify and hold harmless the Indenture Trustee and its directors, officers, agents and employees from and against any and all liabilities, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including reasonable legal or advisor fees and disbursements, of whatever kind and nature which may at any time be imposed on, incurred by or asserted against the Indenture Trustee in connection with the performance of its rights, powers, trusts, obligations, duties and responsibilities hereunder, other than such liabilities, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements arising by reason of the gross negligence or bad faith of the Indenture Trustee. The Indenture Trustee is not under any obligation to prosecute or defend any action or suit in respect of this Indenture which may involve it in expense or liability, unless the Issuer shall, so often as required, furnish the Indenture Trustee with satisfactory indemnity and funding against such expense or liability;

(4) when the Indenture Trustee incurs any expenses or renders any services after the occurrence of an Event of Default specified in Section 701, such expenses and the compensation for such services are intended to constitute expenses of administration under the *Bankruptcy and Insolvency Act (Canada)*, the *Companies' Creditors Arrangement Act (Canada)* or any other bankruptcy, insolvency or analogous laws; and

(5) the obligations of the Issuer under this Section 1207 to compensate and indemnify the Indenture Trustee and to pay or reimburse the Indenture Trustee for expenses, disbursements and advances constitute additional indebtedness hereunder and survive the satisfaction and discharge of this Indenture and the removal and resignation of the Indenture Trustee. Such additional indebtedness is a senior claim to that of the Notes and a lien upon all property and funds held or collected by the Indenture Trustee as such, except funds held in trust for the benefit of the Holders, and the Notes are hereby subordinated to such senior claim. In no event shall the lien granted hereunder attach to any assets of the Issuer.

Section 1208. Conflict of Interest.

The Indenture Trustee represents to the Issuer that, to the best of its knowledge, as of the date of execution and delivery by it of this Indenture, there exists no material conflict of interest between their role as the Indenture Trustee and their role in any other capacity, provided, however, if, notwithstanding the provisions of this Section 1208, such a material conflict of interest exists, or hereafter arises, the Indenture Trustee shall, within 90 days after becoming aware of such conflict, either eliminate such conflict of interest or resign, to the extent and in the manner provided by this Indenture.

Subject to the preceding paragraph, the same person may be named as the Indenture Trustee and the Holding Trust Trustee.

The Indenture Trustee is not deemed to have a conflict of interest by virtue of being a trustee under (1) any indenture in respect of debt of the Issuer or any of its affiliates, as amended or supplemented or (2) the Holding Trust Declaration of Trust.

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

Notwithstanding any material conflict of interest of the Indenture Trustee, this Indenture and the Notes remain valid.

Section 1209. Corporate Trustee Required; Eligibility.

There shall at all times be one (and only one) Indenture Trustee hereunder with respect to the Notes. The Indenture Trustee represents to the Issuer that, as of the date of execution and delivery by it of this Indenture, it is authorized to carry on the business of a trust company in all provinces and territories of Canada, provided, however, if, notwithstanding the provisions of this Section 1209, it ceases to be so authorized to carry on business, the Indenture Trustee shall, within 90 days after ceasing to be authorized to carry on the business of a trust company in any province or territory of Canada, either become so authorized or resign to the extent and in the manner provided by this Indenture.

Notwithstanding the Indenture Trustee ceasing to be authorized to carry on the business of a trust company in any province or territory of Canada, this Indenture and the Notes remain valid.

Section 1210. Resignation and Removal; Appointment of Successor.

No resignation or removal of the Indenture Trustee and no appointment of a successor Indenture Trustee pursuant to this Section 1210 becomes effective until the acceptance of appointment by the successor Indenture Trustee in accordance with the applicable requirements of Section 1211.

The Indenture Trustee may resign at any time with respect to the Notes by giving written notice thereof to the Issuer. If the instrument of acceptance by a successor Indenture Trustee required by Section 1211 has not been delivered to the Indenture Trustee within 30 days, or, in the case of a resignation pursuant to Section 1215, 10 days, after the giving of such notice of resignation, the resigning Indenture Trustee may petition any court of competent jurisdiction for the appointment of a successor Indenture Trustee with respect to the Notes.

If at any time:

- (1) the Indenture Trustee fails to comply with Section 1208 after written request therefor by the Issuer or by any Holder who has been a *bona fide* Holder of a Note for at least six months;
- (2) the Indenture Trustee ceases to be eligible under Section 1209 and fails to resign after written request therefor by the Issuer or by any such *bona fide* Holder; or
- (3) the Indenture Trustee becomes incapable of acting or is adjudged a bankrupt or insolvent or a receiver of the Indenture Trustee or of its property is appointed or any public officer takes charge or control of the Indenture Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, (a) the Issuer by a Board Resolution may remove the Indenture Trustee with respect to all Notes, or (b) subject to Section 712, any Holder who has been a *bona fide* Holder of a Note for at least six months or any interested person may, on behalf of such person and all others similarly situated, petition any court of competent jurisdiction for the removal of the Indenture Trustee with respect to all Notes and the appointment of a successor Indenture Trustee.

If the Indenture Trustee resigns, is removed or becomes incapable of acting, or if a vacancy occurs in the office of Indenture Trustee for any cause, with respect to the Notes, the Issuer shall promptly appoint a successor Indenture Trustee with respect to the Notes and shall comply with the applicable requirements of Section 1211. If, within one year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Indenture Trustee with respect to the Notes is appointed by Extraordinary Resolution delivered to the Issuer and the retiring Indenture Trustee, the successor Indenture Trustee so appointed, forthwith upon its acceptance of such appointment in accordance with the applicable requirements of Section 1211, becomes the successor Indenture Trustee with respect to the Notes and to that extent supersedes the successor Indenture Trustee appointed by the Issuer. If no successor Indenture Trustee with respect to the Notes has been so appointed by the Issuer or the Holders and accepted appointment in the manner required by Section 1211, any Holder who has been a *bona fide* Holder of a Note for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Indenture Trustee with respect to the Notes.

The Issuer shall give notice of each resignation and each removal of the Indenture Trustee with respect to the Notes and each appointment of a successor Indenture Trustee with respect to the Notes to all Holders in the manner provided in Section 1502. Each notice shall include the name of the successor Indenture Trustee with respect to the Notes and the address of its Corporate Trust Office.

Section 1211. Acceptance of Appointment by Successor.

In case of the appointment hereunder of a successor Indenture Trustee with respect to the Notes, every such successor Indenture Trustee so appointed shall execute, acknowledge and deliver to the Issuer and to the retiring Indenture Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Indenture Trustee becomes effective and such successor Indenture Trustee, without any further act, deed or conveyance, becomes vested with all the rights, powers, trusts, obligations, duties and responsibilities of the retiring Indenture Trustee; provided that, on the request of the Issuer or the successor Indenture Trustee, such retiring Indenture Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Indenture Trustee all the rights, powers, trusts, obligations, duties and responsibilities of the retiring Indenture Trustee and shall duly assign, transfer and deliver to such successor Indenture Trustee all property and money held by such retiring Indenture Trustee hereunder.

Upon request of any such successor Indenture Trustee, the Issuer shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Indenture Trustee all such rights, powers, trusts, obligations, duties and responsibilities referred to in the preceding paragraph.

No successor Indenture Trustee shall accept its appointment unless, at the time of such acceptance, such successor Indenture Trustee is qualified and eligible under Section 1209 and has no material conflict of interest under Section 1208.

Section 1212. Consolidation, Arrangement, Amalgamation, Merger, Combination or Succession to Business.

Any corporation into which the Indenture Trustee may be consolidated, arranged, amalgamated, merged or otherwise combined or any corporation resulting from any consolidation, arrangement, amalgamation, merger or combination to which the Indenture Trustee is a party, or any corporation succeeding to all or substantially all the corporate trust business of the Indenture Trustee, is the successor of the Indenture Trustee hereunder, provided that such corporation is otherwise qualified and eligible under Section 1209, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Notes have been authenticated, but not delivered, by the Indenture Trustee then in office, any successor by consolidation, arrangement, amalgamation, merger, combination or sale to such authenticating Indenture Trustee may adopt such authentication and deliver the Notes so authenticated with the same effect as if such successor Indenture Trustee had itself authenticated such Notes.

Section 1213. Appointment of Authenticating Agent.

The Indenture Trustee may appoint one or more Authenticating Agents with respect to the Notes who shall be authorized to act on behalf of the Indenture Trustee to authenticate Notes issued upon original issue and upon exchange, registration of transfer or partial redemption thereof or pursuant to Section 211, and Notes so authenticated are entitled to the benefits of this Indenture and are valid and binding for all purposes as if authenticated by the Indenture Trustee hereunder. Wherever reference is made in this Indenture to the authentication and delivery of Notes by the Indenture Trustee or the Indenture Trustee's certificate of authentication, such reference is deemed to include authentication and delivery on behalf of the Indenture Trustee by an Authenticating Agent and a certificate of authentication executed on behalf of the Indenture Trustee by an Authenticating Agent. Each Authenticating Agent shall be acceptable to the Issuer and at all times, be a corporation organized and doing business under the laws of Canada or any province or territory thereof and authorized under such laws to act as Authenticating Agent. If at any time an Authenticating Agent ceases to be eligible in accordance with the provisions of this Section 1213, such Authenticating Agent shall resign immediately in the manner and with the effect specified in this Section 1213.

Any corporation into which an Authenticating Agent may be consolidated, arranged, amalgamated, merged or otherwise combined or any corporation resulting from any consolidation, arrangement, amalgamation, merger or combination to which such Authenticating Agent is a party, or any corporation succeeding to the corporate agency or corporate trust business of an Authenticating Agent, continues to be an Authenticating Agent hereunder, provided that such corporation is otherwise eligible under this Section 1213, without the execution or filing of any paper or any further act on the part of the Issuer, the Indenture Trustee or the Authenticating Agent.

An Authenticating Agent may resign at any time by giving written notice thereof (which, for greater certainty, shall include written notice through any electronic communication) to the Indenture Trustee and to the Issuer. The Indenture Trustee may at any time terminate the agency of an Authenticating Agent by giving written notice thereof to such Authenticating Agent and to the Issuer (which, for greater certainty, shall include written notice through any electronic communication). Upon receiving such a notice of resignation or upon such a termination, or in case at any time such Authenticating Agent ceases to be eligible in accordance with the provisions of this Section 1213, the Indenture Trustee may appoint a successor Authenticating Agent that is

acceptable to the Issuer and shall give notice of such appointment in the manner provided in Section 1502 to all Holders with respect to which such Authenticating Agent serves. Any successor Authenticating Agent upon acceptance of its appointment hereunder becomes vested with all the rights, powers and duties of its predecessor hereunder, with similar effect as if originally named as an Authenticating Agent. No successor Authenticating Agent shall be appointed unless eligible under the provisions of this Section 1213.

The Issuer agrees to pay to each Authenticating Agent from time to time reasonable compensation for its services under this Section 1213.

If an appointment of an Authenticating Agent with respect to the Notes is made pursuant to this Section 1213, the Notes may have endorsed thereon, in addition to the Indenture Trustee's certificate of authentication, an alternative certificate of authentication in the following form:

This is one of the Notes designated therein referred to in the Indenture.

Dated:

Computershare Trust Company of Canada,
As Indenture Trustee

By _____
As Authenticating Agent

By _____
As Authenticating Agent

Section 1214. Indenture Trustee to Provide Instructions upon Request of the Issuer.

If, at any time prior to the Delivery Time, the Issuer or the Holding Trust Trustee requests instructions from the Indenture Trustee as required under the Holding Trust Declaration of Trust (1) in respect of voting rights conferred under the *Canada Business Corporations Act* or any other applicable law or the Issuer's articles or by-laws in respect of Preferred Shares held by the Holding Trust Trustee, in its capacity as trustee for the Holding Trust, and any meeting of the shareholders of the Issuer or any meeting of the holders of the Preferred Shares of the Issuer has been called or a written consent is sought from the shareholders of the Issuer or the holders of the Preferred Shares of the Issuer, (each, a "**Preferred Share Voting Event**") or (2) in respect of any consent or approval of Holders required under the terms of the Holding Trust Declaration of Trust and this Indenture in respect of an amendment to the Holding Trust Declaration of Trust (each, a "**Consent Event**"), the Indenture Trustee shall provide notice of such Preferred Share Voting Event or Consent Event, as applicable, to the Holders and solicit voting instructions from such Holders in respect of such matters for the purpose of preserving the value of the Notes held by them. In respect of each Preferred Share Voting Event and Consent Event, each Holder is entitled to provide instructions in proportion to the aggregate principal amount of Notes held by such Holder.

The Indenture Trustee shall deliver to the Holding Trust Trustee the voting instructions received from the Holders and the Holding Trust Trustee shall (a) vote the Preferred Shares, in respect of each Preferred Share Voting Event, then held by the Holding Trust Trustee, in its capacity as trustee for the Holding Trust in accordance with such voting instructions (it being

understood that the Holding Trust Trustee shall vote the Preferred Shares in favour of, against and abstain on any matter in the same proportion as voted for, against and abstained by the Holders) or (b) take such action, or abstain from taking such action, as applicable, that is the subject matter of the applicable Consent Event and is approved by the consent of the Holders of the requisite principal amount of Outstanding Notes in accordance with Section 1401.

Section 1215. Anti-Money Laundering.

The Indenture Trustee retains the right not to act and is not 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, anti-terrorist or economic sanctions legislation, regulation or guideline. In the event that the Indenture Trustee, in its sole judgment, determines 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' written notice to the Issuer or any shorter period of time as agreed to by the Issuer, provided that: (1) the Indenture Trustee's written notice describes the circumstances of such non-compliance; (2) if such non-compliance is rectified to the Indenture Trustee's satisfaction within such 10-day period, then such resignation is not effective; and (3) such resignation is not effective unless a successor trustee has been appointed in accordance with Section 1210.

The Issuer hereby represents to the Indenture Trustee that any account to be opened by, or interest to be held by, the Indenture Trustee in connection with this Indenture, for or to the credit of the Issuer, either (1) is not intended to be used by or on behalf of any third party or (2) if intended to be used by or on behalf of a third party, the Issuer hereby agrees to complete, execute and deliver forthwith to the Indenture Trustee a declaration, in the Indenture Trustee's prescribed form or in such other form as may be reasonably satisfactory to it, as to the particulars of such third party.

Section 1216. Privacy Laws.

The parties acknowledge that the Indenture Trustee may, in the course of providing services hereunder, collect or receive financial and other personal information about such parties or their representatives, as individuals, or about other individuals related to the subject matter hereof, and use such information for the following purposes:

- (1) to provide the services required under this Indenture and other services that may be requested from time to time;
- (2) to help the Indenture Trustee manage its servicing relationships with such individuals;
- (3) to meet the Indenture Trustee's legal and regulatory requirements; and
- (4) if social insurance numbers are collected by the Indenture Trustee, to perform tax reporting and to assist in verification of an individual's identity for security purposes.

Each party acknowledges and agrees that the Indenture Trustee may receive, collect, use and disclose personal information provided to it or acquired by it in the course of its acting as Indenture Trustee hereunder for the purposes described above and, generally, in the manner and on the terms described in its Privacy Code, which the Indenture Trustee shall make available on its website or upon request, including revisions thereto. The Indenture Trustee may transfer

personal information to other companies in or outside of Canada that provide data processing and storage or other support in order to facilitate the services it provides.

Further, the Issuer agrees that it shall not provide or cause to be provided to the Indenture Trustee any personal information relating to an individual who is not a party to this Indenture unless it has assured itself that such individual understands and has consented to the uses and disclosures described above.

ARTICLE THIRTEEN **SUPPLEMENTAL INDENTURES**

Section 1301. Supplemental Indentures.

The Issuer and the Indenture Trustee, at any time and from time to time, may enter into one or more Supplemental Indentures, in form satisfactory to the Issuer and the Indenture Trustee, which thereafter form a part hereof, for any of the following purposes:

- (1) to add or amend covenants of the Issuer for the protection or benefit of the Holders or to surrender any right or power herein conferred upon the Issuer;
- (2) to add any additional Events of Default for the benefit of the Holders;
- (3) to establish the terms and conditions attaching to a series of Additional Notes;
- (4) to give effect to any Extraordinary Resolution passed in accordance with Article Ten;
- (5) to evidence the succession of a Successor and the assumption by any such Successor of the covenants of the Issuer herein and in the Notes;
- (6) to evidence and provide for the acceptance of appointment hereunder by a successor Indenture Trustee with respect to the Notes;
- (7) to add to or change any of the provisions of this Indenture to such extent as is necessary to permit or facilitate the issuance of Notes in bearer form, registrable or not registrable as to principal amount, and with or without interest coupons; or
- (8) to cure any ambiguity, to correct or supplement any provision herein which may be defective or inconsistent with any other provision herein, to correct any clerical omission or mistake, to add, amend, correct or supplement any provision in this Indenture which may become incorrect or inaccurate as a result of the passage of time (including changes in the titles of officers of the Issuer referred to herein and changes in applicable laws referred to herein) or to make any other provisions with respect to matters or questions arising under this Indenture, including the making of any modifications in the form of the Notes which do not affect the substance thereof and which, in the opinion of the Indenture Trustee, may be expedient to make, provided that such action pursuant to this Clause (8) does not adversely affect the interests of the Holders in any material respect.

Section 1302. Execution of Supplemental Indentures.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article Thirteen or the modifications thereby of the trusts created by this Indenture, the Indenture Trustee is entitled to receive, in addition to the documents required by

Section 104, and (subject to Section 1201) is fully protected in relying upon, an Opinion of Counsel stating that the execution of such Supplemental Indenture is authorized or permitted by this Indenture. The Indenture Trustee may, but is not obligated to, enter into any such Supplemental Indenture which affects the Indenture Trustee's own rights, duties or immunities under this Indenture.

Section 1303. Effect of Supplemental Indentures.

Upon the execution of any Supplemental Indenture pursuant to this Article Thirteen, this Indenture is modified in accordance therewith, and such Supplemental Indenture shall form a part of this Indenture for all purposes and every Holder theretofore or thereafter authenticated and delivered hereunder is bound thereby. Any such Supplemental Indenture may contain terms which add to, modify or negate any of the terms contained in this Indenture, and to the extent that there is any difference between the terms of this Indenture and the terms contained in a Supplemental Indenture, the terms contained in such Supplemental Indenture are applicable to the Notes to which such Supplemental Indenture relates and the corresponding terms contained in this Indenture are applicable unless otherwise indicated in such Supplemental Indenture.

Section 1304. Reference in Notes to Supplemental Indentures.

Certificated Notes authenticated and delivered after the execution of any Supplemental Indenture pursuant to this Article Thirteen may, and shall, if required by the Indenture Trustee, bear a notation in form approved by the Indenture Trustee as to any matter provided for in such Supplemental Indenture. If the Issuer shall so determine, new certificated Notes so modified as to conform, in the opinion of the Indenture Trustee and the Issuer, each acting reasonably, to any such Supplemental Indenture may be prepared and executed by the Issuer and authenticated and delivered by the Indenture Trustee in exchange for Outstanding Notes in certificated form.

ARTICLE FOURTEEN

**AMENDMENTS TO HOLDING TRUST DECLARATION OF TRUST;
TERMINATION OF HOLDING TRUST**

Section 1401. Amendments to Holding Trust Declaration of Trust.

Any amendment or supplemental declaration of trust to the Holding Trust Declaration of Trust for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Holding Trust Declaration of Trust shall require an Extraordinary Resolution, provided, however, that to the extent any such addition, change or elimination is made with respect to the definition of "Holding Trust Assets" in Section 1.1 (*Definitions*), Section 2.3 (*Objective of Trust*), Section 2.4 (*Ownership of Holding Trust Assets*), Section 2.6 (*Binding Effect*), Section 2.7 (*Legal Character of Trust*), Section 3.1 (*Issuance of Preferred Shares*), Section 3.2 (*Proceeds from Redemption of Preferred Shares*), Section 4.1 (*Automatic Delivery Event*), Section 4.2 (*Delivery of Holding Trust Assets*) or Article 10 (*Termination*) of the Holding Trust Declaration of Trust (or the equivalent sections of the Holding Trust Declaration of Trust following any addition, change or elimination to the Holding Trust Declaration of Trust permitted in accordance with this Section 1401), such addition, change or elimination shall not be made without the consent of the Holder of each Outstanding Note affected thereby. For greater certainty, a change to the governing law of the Holding Trust Declaration of Trust in accordance with the provisions of the Holding Trust Declaration of Trust does not require the consent of any Holders. It is not necessary for any Extraordinary Resolution under this Section 1401 to approve the particular form of any

proposed amendment or supplemental declaration of trust to the Holding Trust Declaration of Trust, but it is sufficient if such Extraordinary Resolution approves the substance thereof.

Notwithstanding the foregoing paragraph, without the consent of any Holders, the Issuer and the Holding Trust Trustee may consent to and permit any amendment to the Holding Trust Declaration of Trust or any supplemental declaration of trust to the Holding Trust Declaration of Trust for any of the following purposes:

- (1) to add any covenants of the Issuer for the benefit of the Holders or to surrender any right or power conferred in the Holding Trust Declaration of Trust upon the Issuer;
- (2) to evidence the succession of a Successor to the Issuer and the assumption by any such Successor of any covenants of the Issuer in the Holding Trust Declaration of Trust (including, for greater certainty, in respect of the exchange of any Preferred Shares for preferred shares of the Successor);
- (3) to evidence and provide for the acceptance of appointment by a successor Holding Trust Trustee;
- (4) to cure any ambiguity, to correct or supplement any provision of the Holding Trust Declaration of Trust that may be defective or inconsistent with any other provision of the Holding Trust Declaration of Trust, to correct any clerical omission or mistake, to add, amend, correct or supplement any provision of the Holding Trust Declaration of Trust that may become incorrect or inaccurate as a result of the passage of time (including changes in applicable laws referred to in the Holding Trust Declaration of Trust) or to make any other provisions with respect to matters or questions arising under the Holding Trust Declaration of Trust, provided that such action pursuant to this Section 1401 does not adversely affect the interests of the Holders in any material respect; or
- (5) to add to or change any of the provisions of the Holding Trust Declaration of Trust to such extent as is, in the opinion of the Holding Trust Trustee, necessary, advisable or expedient in permitting or facilitating the delivery of Holding Trust Assets to Holders following the occurrence of an Automatic Delivery Event, provided that any action pursuant to this Section 1401(5) does not adversely affect the interests of the Holders in any material respect.

Section 1402. Termination of the Holding Trust.

The termination of the Holding Trust requires the consent of the Holder of each Outstanding Note affected thereby.

ARTICLE FIFTEEN

NOTICES

Section 1501. Notices to the Indenture Trustee and the Issuer.

Any request, demand, authorization, direction, notice, consent, waiver or action of the Holders or other document provided or permitted by this Indenture to be made upon, given or furnished to, or filed with,

(1) the Indenture Trustee by any Holder or by the Issuer is sufficient for every purpose hereunder if made, given, furnished or filed in writing by email to the attention of the Manager, Corporate Trust at corporatetrust.calgary@computershare.com or mailed or couriered to its Corporate Trust Office, or

(2) the Issuer by the Indenture Trustee or by any Holder is sufficient for every purpose hereunder (unless otherwise expressly provided herein) if made, given, furnished or filed in writing by mail (first-class postage prepaid), expedited courier service (return receipt requested) or personal delivery, in each case, to the Issuer addressed to it at Suite 1200, 10423-100 Street NW, Edmonton, Alberta, T5H 0E9, Attention: Chief Financial Officer, or at any other address previously furnished in writing to the Indenture Trustee by the Issuer, or by email to the attention of the Chief Financial Officer at notices@capitalpower.com.

Any notice so given by mail is deemed to have been given on the third Business Day after it is mailed. Any notice so given by expedited courier service or personal delivery is deemed to have been given on the day it is so delivered at the party's address if it is delivered prior to 4:00 p.m. (Edmonton time) on a Business Day, failing which it is deemed to have been given on the next Business Day. Any notice so provided by email is deemed to have been validly given: (a) in the case of notice to the Indenture Trustee, at the time of delivery or transmission if it is received prior to 4:00 p.m. (Edmonton time) on a Business Day, failing which it is deemed to have been given on the next Business Day, or (b) in the case of notice to the Issuer, at the time receipt of such notice is confirmed by reply email if such reply email is provided prior to 4:00 p.m. (Edmonton time) on a Business Day, or if such reply email is provided on or after 4:00 p.m. (Edmonton time) on a Business Day or on a day other than a Business Day, such notice is deemed to have been given on the next Business Day. Each of the Issuer and the Indenture Trustee may notify the other of a change in its mailing or email address which thereafter, until changed by similar notice, is the mailing or email address of the Issuer or the Indenture Trustee, as applicable, for all purposes of this Indenture.

Section 1502. Notice to Holders.

Where this Indenture provides for notice to Holders of any event, such notice is sufficiently given (unless otherwise herein expressly provided) if provided in writing by electronic communication or mailed (first-class postage prepaid) to each Holder affected by such event, at such Holder's address as it appears in the Note Register, not later than the latest date (if any), and not earlier than the earliest date (if any), prescribed hereunder for the giving of such notice. In any case where notice to Holders is given by mail or electronic communication, neither the failure to mail or provide such notice, nor any defect in any notice so mailed or provided, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders.

Any notice so given by mail is deemed to have been given on the third Business Day after it is mailed. Any notice so provided by electronic communication is deemed to have been validly given at the time of delivery or transmission if it is transmitted prior to 4:00 p.m. (Edmonton time) on a Business Day, failing which it is deemed to have been given on the next Business Day.

Section 1503. Waiver.

Where this Indenture provides for notice in any manner, such notice may be waived in writing by the person entitled to receive such notice, either before or after the event, and such waiver is the equivalent of such notice. Waivers of notice by Holders shall be filed with the Indenture Trustee, but such filing is not a condition precedent to the validity of any action taken in reliance upon such waiver.

In case by reason of the suspension of regular mail service or by reason of any other cause it is impracticable to give such notice by mail, then such notification as is made with the approval of the Indenture Trustee shall constitute a sufficient notification for every purpose hereunder.

ARTICLE SIXTEEN
MISCELLANEOUS

Section 1601. Indenture and Notes Solely Corporate Obligations.

No recourse under or upon any obligation, covenant or agreement of the Indenture or the Notes, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future incorporator, shareholder, officer or director, as applicable, of the Issuer or of any Successor, either directly or through the Issuer, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly acknowledged and understood that the Indenture and the Notes are solely corporate obligations, and that no personal liability whatsoever shall attach to, or is or shall be incurred by, any such incorporators, shareholders, officers or directors of the Issuer or of any Successor, or any of them, as a result of the creation of the indebtedness authorized hereby, or under or by reason of the obligations, covenants or agreements contained in the Indenture or the Notes or implied therefrom, and that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such incorporator, shareholder, officer or director of the Issuer or of any Successor, as a result of the creation of the indebtedness authorized hereby, or under or by reason of the obligations, covenants or agreements contained in this Indenture or in the Notes or implied therefrom, are hereby expressly waived and released as a condition of, and as consideration for, the execution of this Indenture and the issue of the Notes.

Section 1602. Agreement of Subsequent Holders.

Holders or Beneficial Holders that acquire the Notes in the secondary market are deemed to acknowledge, agree to be bound by and consent to the same provisions specified in the Indenture to the same extent as the Holders or Beneficial Holders that acquire the Notes upon their initial issuance, including with respect to the acknowledgement and agreement to be bound by and consent to the terms of the Notes.

Section 1603. SEC Reporting Issuer Status

(1) The Issuer confirms that as at the date of execution of this Indenture, it does not have a class of securities registered pursuant to Section 12 of the United States

Securities Exchange Act of 1934, as amended (the "**U.S. Exchange Act**") or have a reporting obligation pursuant to Section 15(d) of the U.S. Exchange Act.

(2) The Issuer covenants that in the event that (i) any class of its securities shall become registered pursuant to Section 12 of the U.S. Exchange Act or the Issuer incurs a reporting obligation pursuant to Section 15(d) of the U.S. Exchange Act, or (ii) any such registration or reporting obligation is terminated by the Issuer in accordance with the U.S. Exchange Act, the Issuer shall promptly deliver to the Indenture Trustee an Officers' Certificate (in a form provided by the Indenture Trustee, acting reasonably) notifying the Indenture Trustee of such registration or termination and such other information as the Indenture Trustee may reasonably require at the time.

(3) The Issuer acknowledges that the Indenture Trustee is relying upon the representation and covenants in this Section 1603 in order to meet certain United States Securities and Exchange Commission ("SEC") obligations with respect to those clients who are filing with the SEC.

Section 1604. Waiver of Jury Trial.

EACH OF THE ISSUER AND THE INDENTURE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 1605. Force Majeure.

Except for the payment obligations of the Issuer contained herein, neither party is liable to the other, or held in breach of this Indenture, if prevented, hindered, or delayed in the performance or observance of any provision contained herein by reason of acts of God, riots, terrorism, acts of war, epidemics, pandemics, public health emergencies, quarantines, or any communicable disease outbreak (including the 2019 novel coronavirus (COVID 19) or variants thereof), actions or orders of a governmental authority, judicial orders, floods, fires, earthquakes, tsunamis, economic sanctions or any other similar causes (including mechanical, electronic or communication interruptions, disruptions or failures), strikes, labour stoppages or slowdowns, other industrial disturbances, or any other cause whatsoever, which cannot be avoided or mitigated by the exercise of due care. Performance times under this Indenture shall be extended for a period of time equivalent to the time lost as a result of any delay that is excusable under this Section 1605.

Section 1606. Execution in Counterparts

This Indenture may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together constitute one and the same instrument. The delivery of signed counterparts to this Indenture by any party hereto by facsimile transmission, email (including by PDF) or other form of electronic transmission is as effective as delivery of a manually signed counterpart of this Indenture.

Section 1607. Formal Date.

For the purpose of convenience, this Indenture may be referred to as bearing the formal date of the 9th day of September, 2022, irrespective of the actual date of execution hereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed as of the date first above written.

ISSUER:

CAPITAL POWER CORPORATION

By: (signed) "Sandra Haskins"
Name: Sandra Haskins
Title: Senior Vice President, Finance and Chief
Financial Officer

By: (signed) "Scott Manson"
Name: Scott Manson
Title: Vice President, Finance and Treasury

INDENTURE TRUSTEE:

**COMPUTERSHARE TRUST COMPANY OF
CANADA**

By: (signed) "Corentin Leverrier"
Name: Corentin Leverrier
Title: Corporate Trust Officer

By: (signed) "Angela Fletcher"
Name: Angela Fletcher
Title: Corporate Trust Officer

EXHIBIT A
FORM OF NOTE

[THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE (AS DEFINED HEREIN) AND IS REGISTERED IN THE NAME OF A DEPOSITORY OR A NOMINEE THEREOF. THIS NOTE MAY NOT BE TRANSFERRED TO OR EXCHANGED FOR NOTES 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 NOTE AUTHENTICATED AND DELIVERED UPON REGISTRATION OF, TRANSFER OF, OR IN EXCHANGE FOR, OR IN LIEU OF, THIS NOTE IS A GLOBAL NOTE SUBJECT TO THE FOREGOING, EXCEPT IN SUCH LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("CDS") TO CAPITAL POWER CORPORATION 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 THE REGISTERED HOLDER HEREOF, CDS & CO., HAS A 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. THIS CERTIFICATE IS ISSUED PURSUANT TO A BOOK ENTRY ONLY SECURITIES SERVICES AGREEMENT BETWEEN CAPITAL POWER CORPORATION AND CDS, AS SUCH AGREEMENT MAY BE REPLACED OR AMENDED FROM TIME TO TIME.]¹

CAPITAL POWER CORPORATION

●% SUBORDINATED NOTES, SERIES ●

No. ●

CUSIP No. ●

Date of Issue: ●

Maturity Date: ●

CAPITAL POWER CORPORATION (the "**Issuer**", which includes any Successor under the Indenture), a corporation existing under the laws of Canada, for value received, hereby promises to pay to ●, or its registered assigns, the principal sum of \$● on ● or on such earlier date as the principal hereof may become due in accordance with the Indenture, and to pay interest (subject to deferral) thereon from ● to, but excluding, ● (the "**Series ● Note Initial Fixed Rate Period**") at a rate of ●% per annum (after as well as before default, with interest on overdue interest

¹ To be included if a Global Note.

at the same rate) payable semi-annually in arrears in equal installments on ● and ● (each, a "**Series ● Note Interest Payment Date**") in each year during the Series ● Note Initial Fixed Rate Period, with the first payment on ●, and ●, until the principal hereof is paid or made available for payment. Following the Series ● Note Initial Fixed Rate Period, interest payable on the principal sum represented hereby shall be reset on ● and every fifth anniversary of such date thereafter (each, a "**Series ● Note Interest Reset Date**") in accordance with the Indenture. The Calculation Agent (as appointed under the Indenture) will determine in accordance with the Indenture, with the validation of the Issuer, the amount of fixed rate interest payable on the principal sum represented hereby as of each Series ● Note Interest Reset Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the person in whose name this Note is registered on the Note Register at the close of business on the Record Date for such interest.

Payment of the principal of or redemption price, as applicable, and interest on this Note will be made to the registered Holder hereof, in such currency of Canada as at the time of payment is legal tender for payment of public and private debts.

This Note is one of a duly authorized issue of notes of the Issuer (the "**Notes**"), issued or issuable under the Indenture dated as of September 9, 2022 (as it may from time to time be amended, modified, supplemented or restated by one or more Supplemental Indentures, the "**Indenture**") between the Issuer and Computershare Trust Company of Canada, as Indenture Trustee (the "**Indenture Trustee**", which includes any successor indenture trustee under the Indenture). The Notes issuable under the Indenture are unlimited as to aggregate principal amount. Reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Issuer, the Indenture Trustee and the Holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered, all with the same effect as if the provisions of the Indenture were set forth herein, all of which provisions each Holder of the Notes by acceptance hereof assents and is hereby deemed to have notice.

Definitions

All terms used in this Note that are defined in the Indenture shall have the meanings assigned to them in the Indenture.

Redemption or Purchase of Notes

This Note may be redeemed on the terms and conditions set out in the Indenture at the applicable redemption prices therein. The right is reserved to the Issuer to purchase Notes for cancellation in accordance with the provisions of the Indenture.

Other

The Notes will be issuable and may be transferred only in minimum denominations of \$2,000.00 and integral multiples of \$1,000.00 in excess thereof. The principal or the applicable redemption price, as applicable, and the interest on the Notes will be payable in Canadian dollars.

In the event of an Automatic Delivery Event, at the Delivery Time, the Holders of the Notes will receive one Preferred Share of the series issued in connection with the offering of the Notes for each \$1,000 principal amount of Notes held immediately prior to the Delivery Time and such Holder's proportionate share of any Holding Trust Assets in respect of such Notes (other than

Preferred Shares) in proportion to the principal amount of the Outstanding Notes held by such Holder.

The indebtedness evidenced by this Note and by all other Notes now or hereafter authenticated and delivered under the Indenture is subordinated and subject in right of payment, to the extent and in the manner provided in the Indenture, to the prior payment in full of all present and future Senior Indebtedness, whether outstanding at the date of the Indenture or thereafter created, incurred, assumed or guaranteed. Each Holder of this Note, by such Holder's acceptance of this Note, (1) agrees to and shall be bound by such provisions of the Indenture and (2) authorizes and directs the Indenture Trustee on the Holder's behalf to take such action as may be necessary or appropriate to assure the subordination of the Notes as provided in the Indenture and appoints the Indenture Trustee as its attorney-in-fact for any and all such purposes. Each Holder of this Note, by accepting the Note, waives all notice of the acceptance of the subordination provisions contained herein and in the Indenture by each holder of Indebtedness, whether now outstanding or hereafter created, incurred, assumed or guaranteed, and waives reliance by each such holder upon such provisions.

In the event of the occurrence of an Automatic Delivery Event, the sole remedy of the Holder of the Note is to have recourse to the applicable Holding Trust Assets in the manner provided in the Indenture. The delivery of the applicable Holding Trust Assets to the Holders of Notes shall be in full satisfaction of the corresponding Notes and shall extinguish all claims and remedies of such Holders against the Issuer in respect of such Notes and shall otherwise extinguish the Notes.

Interest for each period between Interest Payment Dates will be calculated on the basis of equal semi-annual payments when calculating amounts due on any Interest Payment Date and a 365-day year and the actual number of days elapsed when calculating accruals during any partial interest period. Whenever in the Indenture or this Note interest is computed on the basis of a year (a "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

The Indenture contains provisions making binding upon all Holders of Notes outstanding thereunder resolutions passed at meetings of such Holders held in accordance with such provisions and instruments signed by the Holders of a specified majority of Notes outstanding, which resolutions or instruments may have the effect of amending the terms of this Note or the Indenture.

As provided in the Indenture and subject to certain limitations set forth herein and therein, the transfer of this Note is registrable in the Note Register, upon surrender of this Note for registration of transfer at the office or agency of the Issuer in any place where the principal of and any premium and interest on this Note are payable, duly endorsed by, or accompanied by a written instrument of transfer, in form satisfactory to the Issuer and the Note Registrar, duly executed by the Holder hereof or such Holder's attorney duly authorized in writing, and thereupon one or more new Notes and of any authorized denominations and of like tenor and aggregate principal amount will be issued to the designated transferee or transferees.

[Except as required by applicable law, as provided by the rules and procedures of the Book-Entry-Only System or as otherwise agreed by the Issuer and the Depository, the Notes shall be issued and held under the Book-Entry-Only System and shall be represented by a

single Global Note registered in the name of a Depository. For this purpose, "Book-Entry-Only System" means the book-entry-only securities services administered by the Depository in accordance with the operating rules and procedures therefor.]

Unless the certificate of certification and authentication hereon has been executed by or on behalf of the Indenture Trustee by manual, facsimile or electronic signature in accordance with the Indenture Trustee's applicable internal rules and procedures, this Note is not entitled to any benefit under the Indenture or be valid or binding for any purpose.

This Note is governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed.

Dated: ●

CAPITAL POWER CORPORATION

By: _____
Name:
Title:

This is one of the ●% ● Subordinated Notes, Series ● issued pursuant to the Indenture within mentioned.

Dated: ●

**COMPUTERSHARE TRUST COMPANY OF
CANADA**

By: _____
(Authorized Officer)