

NORTH AMERICAN PALLADIUM LTD  
Form SUPPL  
April 09, 2014  
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**PROSPECTUS SUPPLEMENT**

**(TO THE BASE PROSPECTUS DATED FEBRUARY 12, 2013)**

New Issue

April 8, 2014

**NORTH AMERICAN PALLADIUM LTD.**

**Up to Cdn.\$35,000,000**

**7.5% Convertible Unsecured Subordinated Series 2 Debentures Due April 11, 2019 and  
Series 2 Common Share Purchase Warrants**

This prospectus supplement (the **prospectus supplement**) qualifies the distribution (the **Offering**) of up to Cdn.\$35,000,000 aggregate principal amount of 7.5% convertible unsecured subordinated series 2 debentures (the **Debentures**) of North American Palladium Ltd. (**NAP** or the **Corporation**) due five years after the date of issue (the **Maturity Date**) at a price of Cdn.\$1,000 per Debenture (the **Offering Price**) and for no additional consideration series 2 common share purchase warrants (each a **Warrant** and together with the Debentures the **Series 2 Securities**) of the Corporation. The Warrants will entitle the holders thereof to purchase up to 25% of the number of common shares of the Corporation (the **Common Shares**) into which the principal amount of Debentures purchased by the holders are convertible at the initial fixed conversion price (excluding Common Shares issuable as interest, under the Make-Whole Amount (as defined below) or otherwise), at any time before 5:00 p.m. (Toronto time) on the second anniversary of the Closing Date (as defined below).

The Debentures will bear interest at an annual rate of 7.5% payable semi-annually in arrears on March 31 and September 30 of each year, commencing September 30, 2014 (each an **Interest Payment Date**). The first interest payment on the Debentures will include accrued and unpaid interest for the period from and including the closing of the Offering to, but excluding, September 30, 2014. **There is no minimum amount of funds that must be raised under the Offering. This means that the Corporation could complete the Offering after raising only a small portion of the Offering amount set out above. However, under the Agency Agreement (as defined below), the Corporation may, without prejudice to the Corporation's other rights not to proceed with the Offering, terminate the Offering if at least \$30 million in subscriptions for the Debentures have not closed within seven (7) days of the date hereof, however the Corporation shall be deemed to have waived this right if it closes the issuance and sale of any Debentures. See Plan of Distribution .**

<b>Debtures</b>	<b>Price to the Public</b>	<b>Agents Fee<sup>(1)</sup></b>	<b>Proceeds to the Corporation<sup>(2)</sup></b>
Per Debture <sup>(3)</sup>	Cdn.\$1,000	Cdn.\$40.00	Cdn.\$960.00
Total	Cdn.\$35,000,000	Cdn.\$1,400,000	Cdn.\$33,600,000

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Notes:

(1) Edgecrest Capital Corporation and Canaccord Genuity Corp. in Canada, and Canaccord Genuity Inc. in the United States, are the placement agents for the Offering (each an **Agent** and together the **Agents**), and in consideration for the services rendered by the Agents in connection with the Offering, the Corporation has agreed to pay the Agents a fee representing 4% of the gross proceeds of the Offering. See **Plan of Distribution for a description of the compensation payable to the Agents.**

(2) Before deducting expenses of the Offering, estimated to be Cdn.\$750,000, which, together with the Agents' fee, will be required to be paid from the proceeds of the Offering. See **Plan of Distribution and Use of Proceeds**.

(3) Each purchaser of Debentures will also receive for no additional consideration, a Warrant.

**For the twelve month period ended December 31, 2013, the Corporation had an interest coverage ratio in respect of earnings of less than one to one. For further information see Earnings Coverage.**

Holders may convert their Debentures into Common Shares at any time at a conversion rate of approximately 2,160 Common Shares per \$1,000 principal amount of Debentures (the **conversion price**), subject to adjustment in certain events as described in the Indenture (as defined herein). Holders converting their Debentures will receive all accrued and unpaid interest thereon to, but excluding, the date of conversion, as well as the Make-Whole Amount, and such holders shall become holders of record of Common Shares on the date of conversion. The number of Common Shares issuable in respect of accrued and unpaid interest is determined by dividing the aggregate amount of accrued and unpaid interest by the interest conversion price, being the 5-day volume weighted average price (**VWAP**) of the Common Shares on the Toronto Stock Exchange (the **TSX**) ending two trading days immediately preceding the conversion date (**Interest Conversion Price**). The number of Common Shares issuable in respect of the Make-Whole Amount is determined by dividing the Make-Whole Amount by the 5-day VWAP of the Common Shares on the TSX ending two trading days immediately preceding the conversion date (the **Make-Whole Conversion Price**). The **Make-Whole Amount** represents the amount of unaccrued and unpaid interest that would have been paid if such Debenture were held to maturity, reduced by 1% for each 1% that the 5-day VWAP of the Common Shares on the TSX ending two trading days preceding the date of conversion exceeds the conversion price (prorated for increments less than 1%). In lieu of issuing Common Shares in respect of accrued and unpaid interest and the Make-Whole Amount, the Corporation may elect to pay all or any portion of such amounts in cash.

Subject to any applicable stock exchange approval, and no Equity Conditions Failure (as defined herein) having occurred and being continuing, any accrued and unpaid interest on the Debentures may be paid in Common Shares, at the Corporation's option, at a price equal to the 5-day VWAP of the Common Shares on the TSX ending two trading days prior to the applicable Interest Payment Date.

Commencing 18 months after the closing of the Offering (the **Closing Date**), all, but not less than all, of the Debentures may be redeemed by the Corporation for cash on not more than 60 trading days and not less than 30 trading days prior notice, at a price equal to their principal amount plus accrued and unpaid interest to, but excluding, the date of redemption, plus the applicable Make-Whole Amount, provided that the Optional Redemption Conditions set forth under **Details of the Offering Description of the Debentures Optional Redemption** are met.

Commencing 18 months after the Closing Date, all, but not less than all, of the Debentures may be converted by the Corporation for Common Shares on not more than 60 trading days and not less than 30 trading days prior notice, at a conversion rate set forth under [Details of the Offering](#) [Description of the Debentures](#) [Mandatory Conversion](#) , provided that the Mandatory Conversion Conditions set forth under [Details of the Offering](#) [Description of the Debentures](#) [Mandatory Conversion](#) are met.

If on the Maturity Date no Equity Conditions Failure has occurred, then the Corporation will have the right to require holders to convert all, but not less than all, of the Debentures into Common Shares at the Maturity Date Mandatory Conversion Price described under [Details of the Offering](#) [Description of the Debentures](#) [Payment at Maturity](#) .

Within 30 days following the occurrence of a Fundamental Transaction (as defined herein), the Corporation will be required to make an offer in writing to purchase in cash, in whole or in part, the Debentures then outstanding, at a price equal to 102% of the principal amount thereof plus accrued and unpaid interest earned thereon up to, but excluding, the date of acquisition, plus the applicable Make-Whole Amount.

Each Warrant entitles the holder thereof to purchase one Warrant Share at the price of Cdn.\$0.5786 (the **Warrant Exercise Price** ) (which is equal to the conversion price plus a 25% premium) for a period ending on the second anniversary of the Closing Date, with the Warrant Exercise Price being subject to adjustment in certain circumstances.

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The issuance of the Debentures and the Warrants was approved by disinterested shareholders at the Shareholder Meeting (as defined below) on March 28, 2014. **Neither the Debentures nor the Warrants will have the full-ratchet anti-dilution provisions as described in the Corporation's management information circular dated March 3, 2014.**

**A holder will not be able to convert Debentures, or exercise the Warrants, nor will a holder be able to accept Common Shares issued in satisfaction of interest, on account of a Make-Whole Amount or upon mandatory conversion if, as a result of such conversion, exercise, or payment the holder or any of its affiliates beneficially own greater than 9.99% of the outstanding voting securities of the Corporation. For any reason at any time, upon the written request of the Corporation, a holder shall promptly confirm the number of Common Shares that it and its affiliates beneficially own at that time (including convertible securities).**

There is currently no market through which the Debentures and the Warrants may be sold and purchasers may not be able to resell the Debentures and the Warrants purchased under this prospectus supplement. The Corporation does not currently intend to list the Debentures or the Warrants on any exchange or marketplace and currently no market is expected to develop for the Debentures or the Warrants. This may affect the pricing of the Debentures and the Warrants in the secondary market, the transparency and availability of trading prices, and the liquidity of the securities. See Risk Factors .

The outstanding Common Shares are listed for trading on the NYSE MKT, LLC (the NYSE MKT ) under the symbol PAL and on the TSX under the symbol PDL . On April 7, 2014, the last trading day prior to the date of this prospectus supplement, the closing price of the Common Shares on the NYSE MKT and the TSX was US\$0.404 and Cdn.\$0.445 per Common Share, respectively. The Corporation has applied to list the Common Shares issuable in connection with the Debentures and the Warrants on the TSX and NYSE MKT. Listing is subject to the Corporation fulfilling all of the requirements of the TSX and the NYSE MKT. There can be no assurance that a sufficient number of Common Shares will have been approved for listing on the TSX and the NYSE MKT so as to permit, in all circumstances, (i) the Corporation to pay any or all interest and Make-Whole Amounts on the Debentures in Common Shares and (ii) to pay all principal amounts due on any conversion, including a mandatory conversion at maturity, in Common Shares, and there can be no assurance that the TSX and NYSE MKT will approve for listing additional Common Shares issuable in connection with the Debentures and Warrants. In the event the TSX and NYSE MKT approve for listing Common Shares issuable by the Corporation in connection with the Debentures and the Warrants, the Corporation anticipates that any such approval will limit the number of Common Shares that may be issued. See Risk Factors Risks Related to the Offering The Corporation may make interest payments and Make-Whole Amounts on the Debentures in Common Shares and pay principal amounts due at maturity or redemption in Common Shares, however in certain circumstances the Corporation may not be able to issue Common Shares which may lead to a default under the Debentures .

**Investing in the Debentures and Warrants is highly speculative and involves a significant degree of risk. Prospective investors should carefully consider the risks that are described in the Risk Factors section of this prospectus supplement.**

**This prospectus supplement is filed by a Canadian issuer that is permitted, pursuant to a multijurisdictional disclosure system adopted by the United States and Canada, to prepare this prospectus supplement in accordance with Canadian disclosure requirements. Prospective investors should be aware that such requirements are different from those of the United States. The annual financial statements incorporated herein by reference have been prepared in accordance with International Financial Reporting Standards, as issued by the International Accounting Standards Board ( IFRS ) and thus may not be comparable to financial statements of United States companies.**

**Prospective investors should be aware that the acquisition of the Debentures and the Warrants (and, in each case, the underlying Common Shares) may have tax consequences both in the United States and Canada. Such consequences for investors who are resident in, or citizens of, the United States or Canada may not be described fully herein. See Certain Canadian Federal Income Tax Considerations and Certain United States Federal Income Tax Considerations in this prospectus supplement.**

**The enforcement by investors of civil liabilities under the United States federal securities laws may be affected adversely by the fact that the Corporation is incorporated under the federal laws of Canada, that most of its officers and directors are residents of Canada, that some or all of the experts named in this prospectus supplement are residents of a foreign country, and that a substantial portion of the assets of the Corporation and said persons are located outside the United States.**

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**NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION ( SEC ) NOR ANY STATE SECURITIES COMMISSION OR ANY CANADIAN SECURITIES REGULATORY AUTHORITY HAS APPROVED OR DISAPPROVED OF THE DEBENTURES, THE WARRANTS (OR THE UNDERLYING COMMON SHARES), OR PASSED ON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS SUPPLEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.**

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**GENERAL MATTERS**

This document is in two parts. The first part is this prospectus supplement, which describes the specific terms of the Debentures and Warrants, and also adds to and updates certain information contained in the base shelf prospectus of the Corporation dated February 12, 2013 (the **base prospectus**), and the documents incorporated by reference herein and therein. The second part is the base prospectus, which gives more general information, some of which may not apply to the Offering. This prospectus supplement is deemed to be incorporated by reference into the base prospectus solely for the purposes of the Offering. If any information varies between this prospectus supplement and the base prospectus, you should rely on the information in this prospectus supplement. In this prospectus supplement, all capitalized terms used and not otherwise defined herein have the meanings provided in the base prospectus.

You should rely only on the information contained in, or incorporated by reference into, this prospectus supplement and the base prospectus. The Corporation has not authorized any other person to provide you with different or additional information. If anyone provides you with different or inconsistent information, you should not rely on it. The Corporation is not making an offer to sell the Debentures or Warrants in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this prospectus supplement, the base prospectus and the documents incorporated by reference herein and therein is accurate only as of the respective date of the document in which such information appears, regardless of the time of delivery of this prospectus supplement or of any sale of Debentures or Warrants. The Corporation's business, financial condition, results of operations and prospects may have changed since those dates.

This prospectus supplement contains references to earnings before interest, taxes, depreciation and amortization (**EBITDA**). EBITDA is a measure of operating performance that is not calculated in accordance with, and does not have any standardized meaning prescribed by, IFRS, and therefore may not be comparable to similarly titled measures presented by other reporting issuers, and should not be construed as an alternative to other financial measures determined in accordance with IFRS. EBITDA in this prospectus supplement has the meaning set forth in each of the Brookfield Debt or Credit Facility as applicable.

**DOCUMENTS INCORPORATED BY REFERENCE**

Information has been incorporated by reference in this prospectus supplement and the base prospectus from documents filed with the securities commissions or similar authorities in each of the provinces of Canada. Copies of the documents incorporated herein by reference may be obtained on request without charge from the Corporate Secretary of the Corporation at Suite 2350, Royal Bank Plaza, South Tower, 200 Bay Street, Toronto, Ontario M5J 2J2, telephone 416-360-7590 and facsimile 416-360-7709, or by accessing the disclosure documents available through the Internet on the Canadian Securities Administrators' System for Electronic Document Analysis and Retrieval (SEDAR) at [www.sedar.com](http://www.sedar.com) and on the SEC's EDGAR system, which can be accessed at [www.sec.gov](http://www.sec.gov).

The following documents filed with securities commissions or similar authorities in each of the provinces of Canada are specifically incorporated by reference into, and form an integral part of, this prospectus supplement:

- (a) the annual information form of the Corporation (the **AIF**) for the financial year ended December 31, 2013;
- (b) the audited consolidated financial statements of the Corporation and the notes thereto for the financial year ended December 31, 2013, which comprise the consolidated balance sheets as at December 31, 2013 and

December 31, 2012, and the consolidated statements of operations and comprehensive loss, shareholders equity and cash flows for the years ended December 31, 2013 and December 31, 2012, prepared in accordance with IFRS (the **Annual Financial Statements** ), together with the independent auditors report thereon;

- (c) the Corporation's management's discussion and analysis relating to the Annual Financial Statements ( **MD&A** );
- (d) the Corporation's management information circular dated March 3, 2014 in connection with the March 28, 2014 special meeting of the shareholders of the Corporation;

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- (e) the Corporation's management information circular dated April 1, 2013 in connection with the May 9, 2013 annual and special meeting of the shareholders of the Corporation;
- (f) the term sheet for the Offering dated April 7, 2014 (the **Term Sheet**);
- (g) the amended and restated term sheet for the Offering dated April 8, 2014 (the **Amended Term Sheet**);
- (h) the Corporation's material change report dated January 23, 2014 in respect of the Corporation's Tranche 1 Offering (as defined below); and
- (i) the Corporation's material change report dated February 13, 2014 in respect of the completion of the Tranche 1 Offering.

Any material change reports (excluding confidential material change reports), annual information forms, interim consolidated financial statements (including the related management's discussion and analysis), annual audited consolidated financial statements (including the auditors' report thereon and the related management's discussion and analysis), business acquisition reports, information circulars and any other disclosure documents required to be incorporated by reference herein under National Instrument 44-101 *Short Form Prospectus Distributions* which are filed by the Corporation with the securities commissions or similar authorities in each of the provinces of Canada after the date of this prospectus supplement and prior to the termination of the Offering shall be deemed to be incorporated by reference into this prospectus supplement. In addition, any document filed by the Corporation with, or furnished by the Corporation to, the SEC pursuant to the U.S. Securities Exchange Act of 1934, as amended (the **Exchange Act**), subsequent to the date of this prospectus supplement and prior to the termination of the Offering shall be deemed to be incorporated by reference into this prospectus supplement (in the case of any Report on Form 6-K, if and to the extent expressly provided in such report).

Any statement contained in the base prospectus, in this prospectus supplement or in a document incorporated or deemed to be incorporated by reference herein or therein for the purposes of the distribution of the Debentures and Warrants will be deemed to be modified or superseded, for purposes of this prospectus supplement, to the extent that a statement contained herein or in the base prospectus or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein or in the base prospectus modifies or supersedes such prior statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set out in the document that it modifies or supersedes. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus supplement. The making of a modifying or superseding statement will not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made.

Upon a new annual information form and corresponding annual financial statements and related management's discussion and analysis being filed by the Corporation with securities commissions or similar authorities in each of the provinces of Canada during the currency of this prospectus supplement, the previous annual information form and corresponding annual financial statements and related management's discussion and analysis, all interim financial statements and management's discussion and analysis and all material change reports filed prior to the commencement of the then current financial year will be deemed no longer to be incorporated into this prospectus supplement for

purposes of future offers and sales of the Debentures and Warrants hereunder.

Upon each new filing of interim financial statements and related management's discussion and analysis filed with securities commissions or similar authorities in each of the provinces of Canada during the currency of this prospectus supplement, the previous interim financial statements and management's discussion and analysis filed prior to the commencement of the then current interim period will be deemed no longer to be incorporated into this prospectus supplement for purposes of future offers and sales of the Debentures and Warrants hereunder.

The National Instrument 43-101 Standards of Disclosure for Mineral Projects ( **NI 43-101** ) technical report Technical Report for Lac des Iles Mine, Ontario, Incorporating Prefeasibility Study of Life of Mine Plan (effective date of March 21, 2014) prepared by Tetra Tech for the Lac des Iles ( **LDI** ) mine (the **2014 LDI Report** ), shall supercede all other NI 43-101 technical reports and information prepared in connection with LDI (as defined herein), and any reference to, or information originating from any other NI 43-101 technical report of the Corporation that may be presented in the documents incorporated by reference into this prospectus supplement or the base prospectus, is no longer relevant and is

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excluded from this prospectus supplement, the base prospectus and the documents incorporated by reference herein and therein. The 2014 LDI Report is not incorporated by reference herein.

**MARKETING MATERIALS**

The Term Sheet and the Amended Term Sheet incorporated by reference in this prospectus supplement are not part of this prospectus supplement to the extent that the contents of such documents have been modified or superseded by a statement contained in this prospectus supplement. Any template version of marketing materials (as defined in National Instrument 41-101 *General Prospectus Requirements*) filed after the date of this prospectus supplement and before the termination of the distribution under the Offering (including any amendments to, or an amended version of, the marketing materials described above) shall be deemed to be incorporated into and form an integral part of this prospectus supplement. See Documents Incorporated by Reference .

Statements included in the template version of the Term Sheet relating to the details of the Offering have been modified in view of disclosure contained in this prospectus supplement to reflect changes to the details of the Offering, including:

to change the formula used to calculate the initial fixed conversion price at which the principal amount of Debentures purchased by the holders are convertible from the 5-day VWAP of the Common Shares on the TSX ending on the day preceding the filing of this prospectus supplement to the 3-day VWAP of the Common Shares on the TSX ending on the day preceding the filing of this prospectus supplement;

to revise the expected date to file this prospectus supplement from April 9, 2014, to April 8, 2014;

to revise the expected Closing Date from 3 or 4 days after the filing of this prospectus supplement to 2 or 3 days after the filing of this prospectus supplement;

to clarify that the Debentures and Warrants will not be listed on the TSX;

to remove the broker warrants from the Offering; and

to clarify that the Corporation may terminate the Offering upon any material amendments to the terms described in the Amended Term Sheet.

Pursuant to Section 9A.3(7) of National Instrument 44-102 *Shelf Distributions*, the Corporation has prepared a blackline of the Amended Term Sheet against the original Term Sheet, to show the modified terms of the Offering. The blackline can be viewed under the Corporation's profile on [www.sedar.com](http://www.sedar.com).

**CURRENCY AND FINANCIAL STATEMENT PRESENTATION**

Unless otherwise specified or the context otherwise requires, all references to dollar amounts in this prospectus supplement, the base prospectus or in any documents incorporated by reference herein and therein are references to Canadian dollars. References to \$ or Cdn.\$ are to Canadian dollars and references to US\$ are to U.S. dollars.

Unless otherwise indicated, annual financial statements incorporated by reference herein have been prepared in accordance IFRS.

The following table sets forth, for the Canadian dollar, expressed in United States dollars: (i) the high and low exchange rates during each period; (ii) the average of the exchange rates on the last day of each month during each period; and (iii) the exchange rate at the end of each period. These rates are based on the noon buying rate published by the Bank of Canada.

	<b>Year Ended</b>		<b>Three Months</b>	
	<b>December 31,</b>		<b>Ended March 31,</b>	
	<b>2012</b>	<b>2013</b>	<b>2013</b>	<b>2014</b>
Highest rate during period	1.0299	1.0164	1.0164	0.9422
Lowest rate during period	0.9599	0.9348	0.9696	0.8888
Average rate during period	1.0004	0.9710	0.9917	0.9064
Rate at the end of period	1.0051	0.9402	0.9846	0.9047

On April 7, 2014 the noon buying rate for one Canadian dollar expressed in United States dollars, as quoted by the Bank of Canada, was \$1.00=US\$0.91 (or US\$1.00=\$1.10). The Canadian dollar/U.S. dollar exchange rate has varied significantly over the last several years and investors are cautioned that the exchange rates presented here are historical and are not indicative of future exchange rates.

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This prospectus supplement, the base prospectus and the documents incorporated by reference herein and therein have been prepared in accordance with the requirements of Canadian securities laws, which differ from the requirements of United States securities laws. Unless otherwise indicated, all reserve and resource estimates included in this prospectus supplement, the base prospectus and the documents incorporated by reference herein and therein have been, and will be, prepared in accordance with NI 43-101 and the Canadian Institute of Mining, Metallurgy and Petroleum classification system. NI 43-101 is a rule developed by the Canadian Securities Administrators that establishes standards for all public disclosure an issuer makes of scientific and technical information concerning mineral projects.

Canadian standards, including NI 43-101, differ significantly from the requirements of the SEC, and reserve and resource information contained in or incorporated by reference into this prospectus supplement and the base prospectus may not be comparable to similar information disclosed by U.S. companies. In particular, and without limiting the generality of the foregoing, these documents use the terms measured resources, indicated resources and inferred resources. Investors are advised that, while such terms are recognized and required by Canadian securities laws, the SEC does not recognize them. The requirements of NI 43-101 for the identification of reserves are also not the same as those of the SEC, and reserves reported by the Corporation in compliance with NI 43-101 may not qualify as reserves under SEC standards. Under U.S. standards, mineralization may not be classified as a reserve unless the determination has been made that the mineralization could be economically and legally produced or extracted at the time the reserve determination is made. Investors are cautioned not to assume that any part of a measured resource or indicated resource will ever be converted into a reserve. Investors should also understand that inferred resources have a great amount of uncertainty as to their existence and as to their economic and legal feasibility. It cannot be assumed that all or any part of inferred resources exist, are economically or legally mineable or will ever be upgraded to a higher category. Under Canadian rules, estimated inferred resources may not form the basis of feasibility or pre-feasibility studies except in rare cases. In addition, disclosure of contained ounces in a mineral resource is permitted disclosure under Canadian regulations. However, the SEC normally only permits issuers to report mineralization that does not constitute reserves by SEC standards as in place tonnage and grade, without reference to unit measures. Accordingly, information concerning mineral deposits set forth in this prospectus supplement, the base prospectus and the documents incorporated by reference herein and therein may not be comparable with information made public by companies that report in accordance with U.S. standards.

See Glossary of Mining Terms in the base prospectus for a description of certain of the mining terms used in this prospectus supplement, the base prospectus and the documents incorporated by reference herein and therein.

**CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS**

This prospectus supplement and the base prospectus include or incorporate by reference certain statements that are forward-looking statements and/or forward-looking information, which include future oriented financial information, within the meaning of the safe harbor provisions of the United States Private Securities Litigation Reform Act of 1995 and Canadian securities laws. All statements other than statements of historical fact are forward-looking statements. The words expect, believe, anticipate, contemplate, target, plan, may, will, intend, estimate and similar words identify forward-looking statements, although these words may not be present in all forward-looking statements. Forward-looking statements included in this prospectus supplement, the base prospectus and the documents incorporated by reference herein and therein include, without limitation, information as to the Corporation's strategy, plans or future financial or operating performance, such as the Corporation's expansion plans at the LDI mine, project timelines, production plans, projected cash flows or capital expenditures, liquidity, cost estimates, mining or milling methods, projected exploration results, resource and reserve estimates and other statements that express management's

expectations or estimates of future performance.

Forward-looking statements involve known and unknown risks that may cause actual results to be materially different from those expressed or implied by the forward-looking statements. Such risks include, but are not limited to:

the ability of the Corporation to continue as a going concern;

the ability of the Corporation to obtain substantial additional financing necessary to fund both short-term and long-term operations and capital expenditure requirements;

risks associated with the expansion of the LDI mine;

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fluctuations in commodity prices, interest rates and foreign exchange rates;

deterioration of general economic conditions;

the Corporation's inability to achieve or maintain production and operating cost estimates;

additional capital expenditure requirements;

inaccuracy of mineral resource and reserve estimates;

the demand for, and cost of, exploration, development and construction services;

the possibility of construction and commissioning delays;

risks related to future exploration programs, including the risk that future exploration will not replace mineral resources and mineral reserves that become depleted;

inherent risks associated with mining and processing, including environmental hazards;

the potential uncertainty related to title to the Corporation's mineral properties;

the Corporation's reliance on third parties for smelting and refining the concentrate that is produced at the LDI mill;

employment disruptions, including in connection with collective agreements between the Corporation and unions;

environmental and other regulatory requirements;

the costs of complying with environmental legislation and government regulations;

risks related to the Corporation's ongoing relations with First Nations;

the risk that permits and regulatory approvals necessary to conduct operations will not be available on a timely basis, on reasonable terms, or at all;

loss of key personnel;

competition from other current and potential new producers of palladium and platinum group metals;

current or future litigation (including class actions) or regulatory proceedings, including the Class Action (as defined below);

the development of new technology or new alloys that could reduce the demand for palladium;

risks related to the Corporation's hedging strategies;

lack of infrastructure necessary to develop the Corporation's projects;

the ability of the Corporation to maintain adequate internal control over financial reporting and disclosure controls and procedures; and

the consequences of events of default provided in the Corporation's Credit Facility, the 2012 Convertible Debentures, the Series 1 Debentures and the Brookfield Debt (each as defined below), some of which are beyond the Corporation's control.

Forward-looking statements, including future oriented financial information, are necessarily based on a number of factors and assumptions that, while considered reasonable by management, are inherently subject to significant business,

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economic and competitive uncertainties and contingencies. Factors and assumptions contained in this prospectus supplement, the base prospectus and the documents incorporated by reference herein and therein that may prove to be incorrect, include, but are not limited to, the following:

that additional financing for the Corporation's capital and development plans will be available, including on reasonable terms;

that the LDI mine will be and will remain viable operationally and economically;

that mill feed head grade, recovery rates and mill performance will be as expected at the LDI mine;

that plans for mine production, mine development projects, mill production and exploration will proceed as expected and on budget;

that the Corporation will pursue future development projects;

that market fundamentals will result in reasonable demand and prices for palladium and by product metals in the future;

that the Corporation will not be subject to any material environmental incidents, significant regulatory changes or material labour disruptions;

that the information and advice the Corporation has received from its employees, consultants and advisors relating to matters such as mineral resource and mineral reserve estimates, engineering, mine planning, metallurgy, permitting and environmental matters is reliable and correct and, in particular, that the models used to calculate mineral reserves and mineral resources are appropriate and accurate; and

that the Corporation and its contractors will be able to attract and retain sufficient qualified employees. All of the forward-looking statements made in this prospectus supplement, the base prospectus and the documents incorporated by reference herein and therein are qualified by these cautionary statements and other cautionary statements or factors contained herein, and there can be no assurance that the projected results or developments will be realized or, even if substantially realized, that they will have the expected consequences to, or effects on, the Corporation. You are cautioned not to put undue reliance on forward-looking statements. All forward-looking statements in this prospectus supplement, the base prospectus and the documents incorporated by reference herein and therein are made as of the date of the document in which such statements appear, and the Corporation disclaims any obligation to update or revise any forward-looking statements, whether as a result of new information, events or otherwise, except as expressly required by law.



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**THE CORPORATION**

North American Palladium Ltd. is the successor to Madeleine Mines Ltd., a corporation incorporated under the *Mining Companies Act* (Québec) by letters patent in 1968. In January 1992, Madeleine Mines Ltd. was amalgamated with 2945-2521 Québec Inc. and the amalgamated corporation was wound up into the federally incorporated parent corporation, 2750538 Canada Inc. This entity changed its name to Madeleine Mines Ltd. and, in June 1993, the name was changed to North American Palladium Ltd. The Corporation continues to exist under the *Canada Business Corporations Act* ( **CBCA** ).

The Corporation's head and registered office is located at 200 Bay Street, Suite 2350, Royal Bank Plaza, South Tower, Toronto, ON, Canada M5J 2J2, telephone: (416) 360-7590, facsimile: (416) 360-7709.

The Corporation has one material wholly owned subsidiary, Lac des Iles Mines Ltd. The following chart describes the Corporation's structure as at the date hereof.

**Overview of the Business**

The Corporation is an established precious metals producer that has been operating its flagship LDI mine in Ontario, Canada since 1993. The Corporation's vision is to become a low cost mid-tier precious metals producer operating in mining friendly jurisdictions.

The Lac des Iles property (including the LDI mine and mill complex) is the Corporation's only material property.

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LDI is one of two primary palladium producers in the world, offering investors exposure to the price of palladium. In 2013, through an investment of \$109.5 million excluding capitalized interest, the Corporation substantially completed Phase I of the LDI mine expansion, including the construction of a mining shaft and commissioning of the shaft and the underground ore handling system. The production ramp-up utilizing the new shaft infrastructure is progressing well and the Corporation is focused on increasing underground production through the shaft. It is expected that this expansion will result in increased palladium production at a reduced cash cost per ounce.

The Corporation believes that there remains significant exploration upside at the LDI mine. Management is focused on advancing work to potentially extend the life of mine through the conversion of resources into reserves. The exploration upside is further complemented by the LDI mine's excess mill capacity and established infrastructure.

Outside of the LDI mine property, the Corporation's regional platinum group elements greenfields properties cover approximately 29,016 hectares (71,701 acres), including several mafic complexes in the area. The Corporation remains committed to maintaining a portfolio of development-stage and exploration-stage projects at and near the mine property and is actively engaged in exploration programs.

For the 2013 fiscal year, the Corporation's revenue totalled \$153.2 million. The Corporation's revenue by commodity totalled \$103.1 million for palladium, \$15.6 million for platinum, \$14.7 million for gold, \$9.9 million for nickel, \$9.7 million for copper and \$0.2 million for other metals, representing approximately 67.3%, 10.2%, 9.6%, 6.5%, 6.3% and 0.13%, respectively, of the Corporation's total consolidated revenue.

## **Recent Developments**

### *The First Tranche Offering and the Offering*

On January 13, 2014, the Corporation announced an offering of up to \$75 million aggregate principal amount of unsecured subordinated convertible debentures and associated warrants to be conducted in two tranches. The first tranche of the offering ( **Tranche 1 Offering** ) was comprised of \$32 million aggregate principal amount of 7.5% convertible unsecured subordinated series 1 debentures of the Corporation due January 31, 2019 (the **Series 1 Debentures** ) and, for no additional consideration, 16,796,223 series 1 common share purchase warrants, each of which entitles the holders thereof to purchase one Common Share at an initial warrant exercise price of \$0.762, adjustable pursuant to full-ratchet anti-dilution provisions (the **Series 1 Warrants** , together with the Series 1 Debentures the **Series 1 Securities** ). On January 31, 2014, and February 10, 2014, the Corporation closed the Tranche 1 Offering for aggregate gross proceeds of \$32 million.

As required by the TSX, the Corporation held a special meeting of shareholders on March 28, 2014 (the **Shareholder Meeting** ), to obtain disinterested shareholder approval for the exercise of the Series 1 Warrants and to approve this Offering. Disinterested shareholder approval was obtained at the Shareholder Meeting, and the formal report on voting results was filed on SEDAR. The Corporation announced it would proceed with this Offering on April 7, 2014, as more fully described in the Amended Term Sheet.

The Debentures will rank equally in right of payment with the Series 1 Debentures, of which \$0.3 million aggregate principal amount remain outstanding as of the date hereof, and be subordinate in right of payment to the prior payment in full of current Senior Debt of the Corporation (including the Credit Facility and the Brookfield Debt), as amended and/or replaced from time to time. See **Details of the Offering** - **General** .

As of the date of this prospectus supplement, 16,796,223 Series 1 Warrants remain outstanding. As a result of the Offering, the exercise price of the Series 1 Warrants will be adjusted to \$0.5786 pursuant to the full-ratchet

anti-dilution provisions in the Series 1 Warrants.

***LDI Update***

As of the end of 2013, Phase I of the expansion of the underground mine at LDI was substantially complete, resulting in the transition to shaft-based infrastructure. On January 6, 2014, the Corporation announced that operations were making good progress ramping up underground production through the shaft. The Corporation has taken short-term measures to improve throughput of the underground ore handling system and believes that it is on track to complete permanent measures in the second half of 2014, which are expected to allow the Corporation to achieve higher production rates at lower unit costs in 2014.

On March 21, 2014, the Corporation provided an update on its mineral reserve and mineral resource estimates and life of mine plan for the LDI mine, as well as an update on 2014 operations and production. Total reserves were estimated to

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be 15.0 million tonnes at a grade of 2.8 grams per tonne ( **g/t** ) palladium. Palladium production and operating costs in January and February were ahead of guidance.

On March 31, 2014, the Corporation filed the 2014 LDI Report. The report includes an update on the previously announced mineral reserve and resource estimates and life of mine plan for the LDI mine.

Operations at the LDI mine continue to make good progress ramping up production through the shaft. From January 1, 2014 to March 31, 2014, underground mining has proceeded at an average rate of approximately 3,065 tonnes per day at a grade of approximately 4.96 g/t, which is ahead of guidance.

Based on preliminary results, the Corporation estimates that payable palladium production for the quarter ended March 31, 2014 will total approximately 42,500 ounces, benefiting from improved recoveries at the mill of approximately 85%. The preliminary financial and operating information included in this prospectus supplement reflects management's estimates based solely upon information available to the Corporation as of the date of this prospectus supplement. Accordingly, you should not place undue reliance upon these preliminary results. See **Risk Factors** and **Cautionary Note Regarding Forward-Looking Statements**.

## ***Outlook***

As outlined in a press release by the Corporation on January 6, 2014, the Corporation is targeting for fiscal 2014:

production of 170,000 to 175,000 ounces of payable palladium, at an average cash cost per ounce of US\$550 (net of by-product revenue); and

spending approximately \$30 million in capital expenditures, plus approximately \$4 million on exploration.

The Corporation anticipates that the LDI mine will generate positive cash flow from operations before working capital changes in fiscal 2014. After including working capital changes in fiscal 2014, the Corporation expects to generate negative cash flows from operations, primarily as a result of an expected decrease in accounts payable as the Corporation transitions away from intensive construction activity and an expected increase in accounts receivable as production ramps up at the LDI mine.

The Corporation also is required to begin paying interest on the Brookfield Debt in cash before the end of the second quarter of 2015. See **Brookfield Debt Financing**.

As a result of the Corporation's ongoing review of its development strategy, management currently believes that development of the LDI mine at depth will be critical to satisfying the Corporation's financial obligations and for its long-term profitability. Additional diamond drilling followed by appropriate engineering studies is required in order to determine the economic viability and capital costs of deepening the shaft and developing the mine at depth. The Corporation intends to commission a technical study to assess the future growth potential of LDI by evaluating: expansion of the mine at depth; alternative mining methods; and several lateral development opportunities. The Corporation anticipates that the technical study, if commissioned, will be completed in the second half of 2014. Even if the Offering is completed for proceeds to the Corporation of not less than \$35 million, using consensus metal price assumptions, the Corporation believes that significant additional equity (or, if available, debt) financing will be required starting in 2015 to expand the mine at depth.

Results for fiscal 2014 and 2015 are very difficult to estimate accurately, and are subject to much uncertainty, including as a result of the reasons outlined under **Cautionary Note Regarding Forward-Looking Statements**. Such

estimates reflect management's beliefs based solely upon information available to the Corporation as of the date of this prospectus supplement. See Risk Factors .

***Brookfield Debt Financing***

On June 7, 2013, the Corporation completed a US\$130 million term loan financing (the **Brookfield Debt** ) with Brookfield Capital Partners Ltd. ( **Brookfield** ). The Brookfield Debt was amended on November 29, 2013, resulting in an additional advance of US\$21.4 million in cash to support the Corporation's working capital needs and continue funding operating and capital expenditures at LDI. The cash received consisted of an additional US\$15 million and a refund of US\$6.4 million of cash interest previously paid to Brookfield, which was added to the existing facility. The Corporation's obligations under the Brookfield Debt are guaranteed by the Corporation's wholly-owned subsidiary, Lac des Iles Mines Ltd. ( **LDIL** ). The Brookfield Debt, and the guarantee of LDIL, are secured by first priority security interests on the

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Corporation's and LDIL's assets other than the accounts receivable and inventories, which are subject to a second priority security interest. Pursuant to the amendment, the interest rate has been calculated as if the Corporation had elected to accrue interest on the loan from the date of the original closing of the Brookfield Debt (June 7, 2013), resulting in an interest rate of 19% until the Corporation elects to revert to cash interest payments. At such time as the Corporation elects to revert to cash interest payments and all interest and fees which have been deferred have been paid in full, the interest rate will be 15% per annum on the principal amount outstanding, which principal amount includes capitalized interest. As a result of the retroactive application of the 19% interest rate to June 7, 2013, as at December 31, 2013 an aggregate US\$172.6 million principal was outstanding under the Brookfield Debt consisting of: US\$148.9 million of loans and capitalized commitment fees; US\$15.6 million of accrued and capitalized interest; and US\$8.1 million of a capitalized amendment fee. Pursuant to the amendment, prepayment of any principal (including capitalized interest) would be subject to a prepayment fee and voluntary prepayment conditions.

The Brookfield Debt contains covenants typical of this type of facility including maintaining a senior debt to EBITDA ratio (the **EBITDA Ratio**) of 12:1 beginning in October 2014, which ratio progressively declines to 4:1 after July 2015. EBITDA in this prospectus supplement has the meaning set forth in the Brookfield Debt or Credit Facility, as applicable. The Corporation must also maintain a minimum shareholders' equity of not less than \$200 million and may not make capital expenditures (excluding interest capitalized under the Brookfield Debt) in any fiscal year in excess of (i) the amounts expended in respect of the LDI mine plan and (ii) certain annual amounts, including a cap of \$75 million in fiscal 2014. The Corporation used a portion of the net proceeds from the Brookfield Debt to redeem in full its existing senior secured notes due October 4, 2014 (\$72 million), including the redemption premium related thereto, and used the remaining net proceeds for capital expenditures at the LDI mine.

***Credit Facility***

On June 7, 2013, the Corporation extended its US\$60 million revolving operating credit facility (the **Credit Facility**) by an additional year to July 4, 2014. As at March 31, 2014, the Corporation had outstanding borrowings of US\$36.4 million under the Credit Facility and the Credit Facility was fully utilized. The Credit Facility is secured by a first priority security interest in the Corporation's and LDIL's accounts receivable and inventories and a second priority security interest in the other assets of the Corporation and LDIL.

The Credit Facility expires in July 2014. If the Credit Facility is renewed, the Corporation expects the Credit Facility will contain covenants typical of this type of facility, and may contain the same financial covenants as those applicable for the Brookfield Debt. See **Brookfield Debt Financing** above.

The borrowing availability under the Credit Facility is limited based on a borrowing base calculation, which is determined five days after the end of each calendar month based on certain receivables and inventories. The Corporation has previously had to repay certain amounts outstanding as a result of a reduced borrowing base and may in the future be required to repay further amounts.

**RISK FACTORS**

*An investment in the Debentures and Warrants is highly speculative and involves a significant degree of risk. In addition to the other information contained in this prospectus supplement, the base prospectus and the documents incorporated by reference herein and therein, including without limitation, the risk factors referred to in the base prospectus and the AIF under the heading **Risk Factors**, prospective investors should carefully consider the factors set out below in evaluating the Corporation and its business before making an investment in the Debentures and Warrants. If any event arising from these risks occurs, the Corporation's business, prospects, financial condition, results of operations or cash flows could be adversely affected, the value of the Warrants and the Debentures could*

*decline or the trading price of the Common Shares issuable thereunder could decline and all or part of any investment in the Debentures, Warrants or the Common Shares issuable thereunder may be lost. Additional risks and uncertainties not currently known to the Corporation or that the Corporation currently deems immaterial may also materially and adversely affect the Corporation's business, prospects, financial condition, results of operation and cash flows.*

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While the Corporation has operations that generate revenue, the Corporation incurred net losses of approximately \$65.2 million, \$66.0 million and \$46.2 million in the years ended December 31, 2011, 2012 and 2013, respectively. As at December 31, 2013, the Corporation had a working capital deficit of \$174.2 million, which includes \$48.8 million in accounts payable (including \$40 million of trade payables, some of which were, and some of which remain, in arrears), \$17.8 million of outstanding borrowings under the Credit Facility, \$173.7 million of outstanding borrowings under the Brookfield Debt (since an event of default had not been waived at December 31, 2013, the Brookfield Debt would be classified as a current liability under IFRS) and \$9.8 million in cash and cash equivalents. On a pro forma basis, excluding the classification of the Brookfield Debt as a current liability, the Corporation had a working capital deficit of \$0.5 million as at December 31, 2013. See **Non-IFRS Measures** on page 26 of the Corporation's MD&A.

After including working capital changes, the Corporation expects to generate negative cash flows from operations in fiscal 2014, primarily as a result of an expected decrease in accounts payable as the Corporation transitions away from intensive construction activity and an expected increase in accounts receivable as production ramps up at the LDI mine. The Corporation does not currently have sufficient committed available debt or equity financing in place to continue exploration and development activities and fund all of its planned capital expenditures, and the borrowing availability under the Credit Facility is limited based on a borrowing base calculation. While the Corporation continues to comply with the terms of the agreements, the Brookfield Debt and the Credit Facility contain several financial covenants, which, if not met would result in an event of default. These loans also include limits on liens, material adverse change provisions and cross-default provisions. Certain events of default result in these loans becoming immediately due. Other events of default entitle the lender to demand repayment and the Brookfield Debt provides for the payment of a prepayment fee and penalty interest upon an event of default. Should the Corporation be unable to obtain sufficient financing, or if the Corporation's lenders were to demand repayment of outstanding amounts, the Corporation would not have sufficient funds to repay its obligations when due, and this may cause the Corporation to seek protection from its creditors, or seek to restructure its obligations. As a result, the Corporation's ability to continue as a going concern is dependent on the Corporation securing additional financing (including renewing the existing Credit Facility which expires in July 2014). There can be no assurance that the Offering will be fully subscribed as there is no minimum amount of funds that must be raised under the Offering, and there can be no assurance that any additional financing will be available on acceptable terms, if at all. Failure to obtain necessary financing at the time required may result in the delay or indefinite postponement of exploration, development or production on any or all of the Corporation's properties, or the loss of one or more of its property interests, and could ultimately cause the Corporation to cease operations.

***Although the Corporation currently expects to raise up to \$35 million in the Offering there is no certainty that such financing will be available.***

Although the Corporation currently expects to raise up to \$35 million in the Offering, there is no certainty that such financing will be available in such amounts, or at all. The Corporation has appointed Edgecrest Capital Corporation and Canaccord Genuity Corp. in Canada, and Canaccord Genuity Inc. in the United States, as the exclusive placement agents for the Offering. While the Agents have agreed to use their best efforts to sell such securities, the Agents will not be obligated to purchase any securities that are not sold. In addition, as a result of the Offering being made on a best efforts basis with no minimum, the Corporation may raise substantially less than the maximum total offering amounts currently contemplated. The Corporation may terminate the Offering if at least \$30 million in subscriptions for the Debentures have not closed within seven (7) days of the date hereof, without prejudice to the Corporation's

other rights not to proceed with the Offering.

### **Risks Related to the Offering**

*The Corporation will require substantial additional financing to fund long-term operations and investment capital requirements.*

Based on management's preliminary internal review, significant additional capital expenditures will be required in order to expand the LDI mine at depth and increase rates of production. The Corporation's management currently believes that development of the LDI mine at depth will be critical to satisfying the Corporation's financial obligations and for its long-term profitability. Additional diamond drilling followed by appropriate technical studies are required in order to determine the economic viability and capital cost of deepening the shaft and developing the mine at depth. The Corporation intends to commission a technical study to assess the future growth potential of LDI by evaluating the expansion of the mine at depth, alternative mining methods and several lateral development opportunities. The technical study, if commissioned, would be targeted for completion in the second half of fiscal 2014.

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Capital expenditures associated with expanding the LDI mine at depth and increasing rates of production will require significant additional financing. There can be no assurance that additional financing will be available to the Corporation when needed or on terms acceptable to the Corporation. In addition, the consent of the lenders under the Corporation's then existing debt facilities may be required for any such financing transaction. There can be no assurance that such consents would be obtained. The Corporation's inability to obtain additional financing would severely limit the Corporation's ability to achieve profitability, and may ultimately require the Corporation to cease operations.

***The Corporation may not be able to generate sufficient cash to service all of its indebtedness, including the Debentures, and may be forced to take other actions to satisfy its obligations under its indebtedness, which may not be successful.***

As of February 28, 2014, after giving pro forma effect to the Offering (assuming the Offering is fully subscribed), the Corporation had \$320.5 million aggregate principal amount of indebtedness outstanding. The Corporation's ability to make scheduled payments of interest and principal on its outstanding indebtedness or to refinance its debt obligations depends on its financial and operating performance, which is subject to prevailing economic and competitive conditions and to certain financial, business and other factors beyond its control. No assurances can be provided that the Corporation will generate sufficient cash flow from operating activities to permit it to pay the principal, premium, if any, and interest on its indebtedness. While the Corporation currently has the ability to pay interest in kind on the Brookfield Debt, the terms of the Brookfield Debt require that the Corporation begin to pay cash interest after May 31, 2015.

In addition, the Brookfield Debt and the Credit Facility (assuming the Credit Facility is extended, see "Recent Developments - Credit Facility") each require the Corporation to maintain a maximum senior debt to EBITDA ratio beginning in October 2014. In October 2014, the maximum EBITDA Ratio permitted is 12:1, which falls to 10:1, 9:1, 8:1, 7:1 and 6:1 over the next five subsequent months respectively, 6:1 for an additional month, to 5:1 for the following three months and to 4:1 after that. If the Corporation's EBITDA is not sufficient, or if the Corporation's senior debt increases (including as a result of the Corporation accruing further amounts of interest payable on the Brookfield Debt as principal), the Corporation may not be able to satisfy the EBITDA Ratio. EBITDA in this prospectus supplement has the meaning set forth in each of the Brookfield Debt or Credit Facility as applicable. See "Risk Factors - Other Risks Related to the Corporation - The Corporation may be required to record impairment charges which may adversely affect financial results and could cause the Corporation to breach its covenants under the Brookfield Debt and the Credit Facility".

If cash flows, capital and other resources are insufficient to fund the Corporation's debt service obligations, the Corporation may be forced to reduce or delay capital expenditures, sell assets or operations, seek additional capital or restructure or refinance its indebtedness, including the Debentures. No assurances can be made that the Corporation would be able to take any of these actions, that these actions would be successful and permit the Corporation to meet its scheduled debt service obligations, or that these actions would be permitted under the terms of existing or future debt agreements, including the Credit Facility and the Brookfield Debt. The Credit Facility and the Brookfield Debt currently restrict the Corporation's ability to dispose of assets and use the proceeds from such dispositions and, accordingly, the Corporation may not be able to dispose of any assets or to obtain or use the proceeds of any dispositions.

If the Corporation cannot make scheduled payments on its debt, or comply with its covenants, it will be in default of such indebtedness and, as a result:

holders of such debt could declare all outstanding principal and interest to be due and payable;

the lenders under the Credit Facility could terminate their commitments to lend the Corporation money;

the holders of the Corporation's secured debt could realize upon the assets securing their borrowings;

the Corporation could not pay interest on the Debentures in cash or Common Shares;

the Corporation would cross-default under certain material agreements;

the Corporation could become the subject of restructuring, insolvency, bankruptcy or liquidation proceedings, which could result in purchasers losing their investment in the Debentures; and

the value of the Common Shares could decline.

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*The Debentures and Warrants may not have an active market and their price may be volatile. Purchasers may be unable to resell Debentures or Warrants at a desirable price or at all.*

The Debentures and Warrants constitute new issues of securities of the Corporation. There is currently no market through which the Debentures and Warrants may be sold and purchasers may not be able to resell the Debentures and Warrants purchased under this prospectus supplement. The Corporation does not currently intend to list the Debentures or Warrants on any exchange or marketplace and currently no market for the Debentures or Warrants is expected to develop, which may adversely affect the prices at which such securities trade.

The value of the Debentures and the Warrants, may be adversely affected by a number of factors, including but not limited to:

in the case of the Debentures, prevailing interest rates;

the market for similar securities;

the number of holders of the Debentures and Warrants;

the financial condition, results of operation and prospects of the Corporation;

neither the Debentures nor the Warrants will be fungible with any securities issued under the Tranche 1 Offering;

the publication of earnings estimates or other research reports and speculation in the press or investment community about the Corporation;

that certain of the Debentures will be issued in definitive form rather than through the facilities of a depository;

the market price and volatility of the Common Shares;

changes in the industry in which the Corporation operates and competition affecting the Corporation; and

general market and economic conditions.

The condition of the financial and credit markets and prevailing interest rates have fluctuated in the past and are likely to fluctuate in the future. Fluctuations in these factors could have an adverse effect on the value of the Debentures and the Warrants.

***The rights of holders of the Debentures as creditors may be limited under any restructuring, insolvency, bankruptcy or liquidation proceedings pertaining to the Corporation and in any such process holders of Debentures, Warrants or Common Shares may receive nothing.***

The rights of the trustees to enforce remedies under the Indenture may be significantly impaired if the Corporation seeks the benefit of the restructuring provisions of applicable Canadian federal bankruptcy, insolvency and other restructuring legislation. For example, both the *Bankruptcy and Insolvency Act* (Canada) ( **BIA** ) and the *Companies Creditors Arrangement Act* (Canada) ( **CCAA** ) contain provisions enabling an insolvent person to obtain a stay of proceedings against its creditors and others, allowing it to retain possession and administration of its property and to prepare and file a proposal or plan of compromise or arrangement for consideration by all or some of its creditors to be voted on by the various classes of its creditors. The Corporation's secured creditors will likely be in their own class, thereby having effective voting control over the approval of any restructuring plan or proposal. The restructuring plan or proposal, if accepted by the requisite majorities of creditors and if approved by the court, could result in the compromise or extinguishment of a holder's rights under the Debentures and may result in the Corporation retaining possession and administration of its property notwithstanding that an Event of Default (as defined below) has occurred under the Indenture .

The powers of the courts under the BIA and particularly under the CCAA have been exercised broadly to protect a restructuring entity from actions taken by creditors and other parties. Accordingly, the Corporation cannot predict whether payments under the Debentures would be made following commencement of or during such a proceeding, whether or when the trustees could exercise their rights under the Indenture, whether a holder's claims could be compromised or extinguished

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under such a proceeding or whether and to what extent holders of the Debentures would be compensated for delays in payment, if any, of principal and interest.

Similar circumstances and outcomes may arise if the plan of arrangement provisions of the CBCA are used to effect any similar debt restructuring.

To the extent that any claims under the Debentures (or claims under the Warrants or Common Shares issued on conversion, redemption or exercise of the Debentures or the Warrants, as the case may be) are characterized as equity claims under a BIA or CCAA proceeding, then such claims will not be entitled to any payment until after all of the Corporation's unsecured creditors have been repaid in full, and the holders of the Warrants or Common Shares issued on conversion, redemption or exercise of the Debentures or Warrants, as the case may be, may receive nothing. In addition, if funds are not available to pay in full claims of the holders of the Corporation's current secured indebtedness, holders of the Debentures could receive no payment in any such proceedings.

***If any restructuring, insolvency, bankruptcy or liquidation proceedings are initiated with respect to the Corporation, holders of the Debentures may receive substantially less than they would have been entitled to receive under the Indenture.***

If restructuring, insolvency, bankruptcy or liquidation proceedings are initiated with respect to the Corporation, the claim by any holder of the Debentures for the principal amount of the Debentures may be limited to an amount equal to the sum of the original issue price for the Debentures. Accordingly, in addition to risks relating to a holder's ability to receive payments of principal and interest relating to the Debentures, in such circumstances, any claim by a holder of the Debentures for the Make-Whole Amount may not be permitted. Accordingly, holders of the Debentures under these circumstances may receive a lesser amount than they would be entitled to receive under the terms of the Indenture, even if sufficient funds are available.

***The Corporation currently has a substantial amount of indebtedness and significant interest payment requirements.***

The Corporation currently has a substantial amount of indebtedness and significant interest payment requirements. This substantial degree of leverage could have important consequences for holders of the Debentures and Warrants, including the following:

it may limit the Corporation's ability to obtain additional debt or equity financing for working capital, capital expenditures, debt service requirements, acquisitions or general corporate or other purposes, or limit the Corporation's ability to obtain such financing on acceptable terms;

a substantial portion of the Corporation's cash flows from operations will be dedicated to the payment of principal and interest on indebtedness and will not be available for other purposes, including funding development and other operating expenses, capital expenditures, working capital, future business opportunities and other general corporate purposes;

the debt service requirements of the Corporation's senior indebtedness could make it more difficult to satisfy the Corporation's other financial obligations, including those related to the Debentures;

certain of the Corporation's borrowings, including borrowings under the Credit Facility, are at variable rates of interest, exposing it to the risk of increased interest rates;

it may limit the Corporation's flexibility in planning for, or reacting to, changes in its business and the industry in which it operates;

it may limit the Corporation's ability to adjust to changing market conditions and place it at a competitive disadvantage compared to its competitors that have less debt or greater financial resources;

it may limit the Corporation's ability to pursue strategic acquisitions and other business opportunities that may be in its best interests;

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the Corporation may be more vulnerable to general adverse economic and industry conditions, or a downturn in general economic conditions or in its business; and/or

the Corporation may be unable to carry out capital spending that is important to its growth.

Under the current terms of the Credit Facility and the Brookfield Debt, the payment of principal on the Debentures in cash would be prohibited unless consented to by the lenders. In addition, under the terms of the Credit Facility, the Brookfield Debt and the Subordination Agreements (as defined below), the payment of interest in cash or Common Shares on the Debentures would be prohibited if a default has occurred or would occur as a result of such payment. In addition, the Debentures will be subordinated to the Credit Facility and the Brookfield Debt. See Details of the Offering . Both the Credit Facility and the Brookfield Debt mature prior to the Maturity Date. If such terms prohibiting payment in cash remain in place at the Maturity Date, however, the Corporation expects to seek to repay the principal amount of the Debentures with Common Shares as described under Details of the Offering Description of the Debentures Payment at Maturity , which may not be permitted. See The Corporation may make interest payments and Make-Whole Amounts on the Debentures in Common Shares and pay principal amounts due at maturity or redemption in Common Shares, however in certain circumstances the Corporation may not be able to issue Common Shares which may lead to a default under the Debentures .

***The Corporation may incur substantially more debt or take other actions that affect its ability to satisfy its obligations under the Indenture.***

As of March 31, 2014, the Corporation had outstanding borrowings of US\$180.8 million under the Brookfield Debt and US\$36.4 million under the Credit Facility, \$43.0 million aggregate principal amount of convertible debentures due 2017 (the **2012 Convertible Debentures** ), and \$0.3 million aggregate principal amount of Series 1 Debentures outstanding. The Corporation may incur substantial additional indebtedness in the future. The terms of the Debentures do not limit the Corporation's ability to recapitalize, incur additional debt (including secured debt) or take certain other actions, including repurchasing Common Shares. Some of these actions may diminish the Corporation's ability to make payments on the Debentures when due or require the Corporation to dedicate a substantial portion of its cash flow from operations to payments on its indebtedness, which would further reduce the availability of cash to fund the Corporation's operations, working capital and capital expenditures. In addition, such actions may limit the Corporation's flexibility to adjust to changing market conditions and its ability to withstand competitive pressures, and could further increase the Corporation's vulnerability to a downturn in general economic conditions related to the Corporation's business or industry.

***The Debentures are unsecured, are subordinate in right of payment to the prior payment in full of current Senior Debt of the Corporation, as amended and/or replaced from time to time, and are structurally subordinate to all liabilities of the Corporation's subsidiaries.***

The Debentures will be direct, unsecured obligations of the Corporation. The payment of the principal of, and premium, if any, and interest on, the Debentures will be subordinate in right of payment to the prior payment in full of current Senior Debt of the Corporation (including the Credit Facility and the Brookfield Debt), as amended and/or replaced from time to time.

In addition, since the Debentures are unsecured obligations of the Corporation, they are effectively subordinated to all of the Corporation's existing and future secured indebtedness, including the Brookfield Debt and the Credit Facility, to the extent of the value of the assets securing such indebtedness. Therefore, in the event of the insolvency, bankruptcy, liquidation, reorganization, dissolution or winding up of the Corporation, the Corporation's assets that serve as collateral for any secured indebtedness will be available to pay the Corporation's obligations with respect to the

Debentures only after the Corporation has paid in full the applicable secured indebtedness. There may be insufficient assets remaining following such payments to pay amounts due on any or all of the Debentures then outstanding, and any such payments may have to be shared *pro rata* with all of the other equally ranking unsecured creditors of the Corporation.

All or almost all of the Corporation's consolidated revenues and profits are earned by the Corporation's subsidiaries. None of the Corporation's subsidiaries has guaranteed or otherwise become obligated with respect to the Debentures. Accordingly, the Debentures are effectively subordinated to claims of creditors (including trade creditors) of the Corporation's subsidiaries. As of December 31, 2013, the total liabilities of the Corporation's subsidiaries (excluding intercompany liabilities and guarantees of the secured debt), were \$78.1 million.

In addition, the Corporation is dependent upon dividends and other payments from its subsidiaries to generate the funds necessary to meet its obligations under its outstanding debt and other obligations. The Corporation's subsidiaries are legally distinct from the Corporation and have no obligation to pay amounts due on the Debentures or to make dividends or

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other payments to the Corporation for payment of the Debentures. The Corporation's subsidiaries may not generate sufficient cash from operations to pay dividends or other payments to the Corporation to make principal and interest payments on its indebtedness. The Corporation's subsidiaries may be permitted under the terms of the Corporation's indebtedness, including the Indenture, to incur additional indebtedness that may restrict them from making payments to the Corporation. There can be no assurance that agreements governing current and future indebtedness of the Corporation's subsidiaries will permit those subsidiaries to provide the Corporation with sufficient cash to fund payments on the Debentures when due.

### ***The Indenture contains limited restrictive covenants.***

The Indenture will not restrict the Corporation from incurring additional indebtedness for borrowed money or from mortgaging, pledging or charging its properties to secure any indebtedness. In addition, the Indenture will not contain any provision specifically intended to protect holders of the Debentures in the event of a future leveraged transaction involving the Corporation, and will not require the Corporation to maintain any financial ratios or specific levels of net worth, revenues, shareholders' equity, income, cash flows or liquidity. Accordingly, the Indenture will not protect holders of the Debentures in the event the Corporation experiences significant adverse changes in its business, financial condition, or results from its operations.

### ***Prevailing yields on similar securities may affect the market value of the Debentures.***

Prevailing yields on similar securities will affect the market value of the Debentures. Assuming all other factors remain unchanged, the market value of the Debentures will decline as prevailing yields for similar securities rise. An increase in yields could have an adverse effect on the market value of the Debentures.

### ***The conversion price of the Debentures and the Warrant Exercise Price will not be adjusted for all dilutive events.***

The conversion price of the Debentures and the Warrant Exercise Price will be subject to adjustment for certain events as described under "Details of the Offering." Events that adversely affect the value of the Debentures or the Warrants may occur, however, that will not result in an adjustment to the conversion price or the Warrant Exercise Price, as applicable.

### ***The Corporation may make payments of interest, Make-Whole Amounts, make-whole tax amounts and Late Charges on the Debentures in Common Shares and pay principal amounts due at maturity in Common Shares, however in certain circumstances the Corporation may not be able to issue Common Shares which may lead to a default under the Debentures.***

In certain circumstances, the Corporation may make payments of interest, Make-Whole Amounts, make-whole tax amounts and Late Charges (as defined herein) on the Debentures in Common Shares and pay principal amounts due at maturity in Common Shares. In addition, a holder may convert all or a portion of its Debentures into Common Shares at any time unless as a result of such conversion the holder or any of its affiliates would beneficially own in excess of 9.99% of the outstanding Common Shares. The receipt by a holder of Common Shares in lieu of cash is subject to the risk that the price of the Common Shares declines and the value of the Common Shares received by a holder is less than the amount that would be received by a holder if such amount were paid in cash.

In the event the TSX and NYSE MKT approve for listing Common Shares issuable by the Corporation upon conversion, including a mandatory conversion at maturity, of the Debentures, in satisfaction of interest payable, Make-Whole Amounts, make-whole tax amounts or Late Charges or upon exercise of the Warrants, we anticipate that any such approval will limit the number of Common Shares that may be issued by the Corporation to the maximum

number of Common Shares that would be issuable (i) upon conversion of the Debentures, (ii) in satisfaction of interest payable, Make-Whole Amounts, make-whole tax amounts and Late Charges and (iii) upon exercise of the Warrants, in each case assuming the number of Common Shares issuable upon such conversion, satisfaction or exercise was calculated in the case of (i) and (ii) above at the conversion price of the Debentures and in the case of (iii) above at the exercise price of the Warrants. As a result, there can be no assurance that a sufficient number of Common Shares will have been approved for listing on the TSX and NYSE MKT so as to permit, in all circumstances, (i) the Corporation to pay all interest, Make-Whole Amounts, make-whole tax amounts and Late Charges on the Debentures in Common Shares and (ii) to pay all principal amounts due on conversion or at maturity in Common Shares, and there can be no assurance that the TSX and NYSE MKT will approve for listing additional Common Shares.

Further there can be no assurance that the Corporation will be permitted under the terms of the Credit Facility or the Brookfield Debt (or any debt instrument that the Corporation enters into, including a debt instrument that replaces or amends

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the Credit Facility or the Brookfield Debt, as the case may be) to pay interest, Make-Whole Amounts, make-whole tax amounts and Late Charges, and other payments under the Indenture in cash or to pay principal amounts due at maturity in cash. In the event (A) that an insufficient number of Common Shares are approved for listing by the TSX and NYSE MKT to permit the Corporation to (i) pay all interest, Late Charges, Make-Whole Amounts, make-whole tax amounts and other payments on the Debentures in Common Shares and (ii) to pay all principal amounts due on conversion or at maturity in Common Shares, (B) the TSX or NYSE MKT does not approve for listing additional Common Shares and (C) the terms of the Credit Facility or the Brookfield Debt (or any debt instrument that the Corporation enters into, including a debt instrument that amends or replaces the Credit Facility or the Brookfield Debt, as the case may be) do not permit the Corporation to pay interest, Late Charges, Make-Whole Amounts, make-whole tax amounts and other payments on the Debentures in cash, the Corporation may issue such number of Common Shares as have been approved for listing by the TSX MKT and NYSE MKT and thereafter may be unable to issue additional Common Shares and as a result may be in default under the terms of the Indenture and Warrant Indenture (as defined below). If that situation applies, the Corporation may need to *pro rate* or allocate Common Share issuances based on such factors as it considers reasonable at the time.

Similarly, if a holder of Debentures cannot accept Common Shares in respect of interest, a Make-Whole Amount, make-whole tax amounts and Late Charges or other obligation that the Corporation cannot satisfy in cash, as a result of it and its affiliate's holdings of Common Shares, the Corporation will be in default under the terms of the Indenture.

***Canadian usury laws may negatively impact the enforcement of payment of interest on the Debentures.***

The *Criminal Code* (Canada) prohibits the receipt of interest at a criminal rate (namely, an effective annual rate of interest that exceeds 60%). Accordingly, the provisions for the payment of interest or the Make-Whole Amount in excess of the aggregate principal amount of the Debentures may not be enforceable if the provision provides for the payment of interest in excess of an effective annual rate of interest of 60%.

***The Corporation may not have sufficient cash to repurchase the Debentures in connection with a Fundamental Transaction.***

The Corporation will be required to make an offer to holders (a **Debenture Offer**) to purchase all or a portion of their Debentures for cash in the event of certain transactions that would constitute a Fundamental Transaction (as defined under Details of the Offering Description of the Debentures Fundamental Transactions). The Corporation cannot assure holders of Debentures that, if required, it would have sufficient cash or other financial resources at that time or would be able to arrange financing to pay the purchase price of the Debentures in cash. In addition, the Corporation's ability to purchase the Debentures in such an event may be limited by law or by the terms of other present or future agreements relating to the Corporation's indebtedness. For example, the Corporation's future credit agreements or other agreements may contain provisions that prohibit the purchase by the Corporation of the Debentures without the consent of the lenders or other parties thereunder. If the Corporation's obligation to offer to purchase the Debentures arises at a time when the Corporation is prohibited from purchasing the Debentures under another agreement, the Corporation could seek the consent of lenders or other parties under such agreement to purchase the Debentures or could attempt to refinance the borrowings that contain this prohibition. If the Corporation does not obtain consent or refinance these borrowings, the Corporation could not purchase the Debentures on a Fundamental Transaction without breaching such agreement. The Corporation's failure to purchase the Debentures would constitute an Event of Default, which might constitute a default under the terms of the Corporation's other indebtedness at that time. As a result of the payment subordination provisions of the Indenture, the Corporation is currently prohibited from making a Debenture Offer without the consent of the lenders under the terms of the Brookfield Debt.

***The Debentures may be redeemed prior to maturity.***

Commencing 18 months after the Closing Date, all, but not less than all, of the Debentures may be redeemed by the Corporation for cash on not more than 60 trading days and not less than 30 trading days prior notice, at a price equal to their principal amount plus accrued and unpaid interest to, but excluding, the date of redemption, plus the applicable Make-Whole Amount, provided that the Optional Redemption Conditions set forth under Details of the Offering Description of the Debentures Optional Redemption are met. This redemption option may be exercised if the Corporation is able to refinance the indebtedness represented by the Debentures at a lower interest rate or if it is otherwise in the interest of the Corporation to redeem the Debentures.

***The securities issued under the Offering may not continue to be qualified investments for Deferred Plans.***

The Corporation will endeavour to ensure that the Debentures, Warrants and Common Shares issuable on the conversion of Debentures and the exercise of Warrants will continue to be qualified investments for Deferred Plans (defined

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below) except for, in the case of Debentures, a deferred profit sharing plan to which the Corporation, or an employer that does not deal at arm's length with the Corporation, has made a contribution. However, no assurance can be given in this regard. The *Income Tax Act* (Canada) (the "Tax Act") imposes penalties for the acquisition or holding of non-qualified investments. See Eligibility for Investment.

***The Canadian income tax characterization of a Make-Whole Amount received by a Holder is uncertain.***

The Canadian income tax characterization of a Make-Whole Amount received by a Holder is uncertain. Depending on its income tax characterization, the receipt of a Make-Whole Amount by a Holder in connection with the conversion by the Holder of Debentures may impact the ability of a Holder to convert Debentures into Common Shares on a tax-deferred basis. Holders should consult with their own tax advisors in this regard. See Certain Canadian Federal Income Tax Considerations.

***The application of Canadian Non-Resident Withholding Tax is uncertain.***

Effective January 1, 2008, the Tax Act was amended to generally eliminate withholding tax on interest paid or credited to non-residents of Canada with whom the payor deals at arm's length as defined in the Tax Act. However, Canadian withholding tax continues to apply to payments of participating debt interest. For purposes of the Tax Act, participating debt interest is generally interest that is paid on an obligation where all or any portion of such interest is contingent or dependent on the use of, or production from, property in Canada or is computed by reference to revenue, profit, cash flow, commodity price or any similar criterion.

The terms of the Debentures provide for the payment of a Make-Whole Amount in certain circumstances. The amount of the Make-Whole Amount will in part depend on the amount, if any, by which 5-day VWAP at the time of the conversion or redemption exceeds the conversion price. There is a risk that all, or a portion, of the Make-Whole Amount could be treated as interest for the purposes of the Tax Act. If this were the case, there is also a risk that the Canada Revenue Agency ("CRA") could take the position that the Make-Whole Amount is participating debt interest for Canadian withholding tax purposes because the amount of the payment varies, in part, based on a criterion similar to those listed in the participating debt interest definition. The CRA has suggested that share price is a similar criterion. However, the CRA has also ruled that where a criterion described in the participating debt interest definition is a tool to assess creditworthiness and, based on that criterion, as the corporation becomes more profitable the interest payments are decreased, the interest would not be viewed as participating debt interest. In CRA's view, if the interest rate is capped and any reduction is intended as a reflection of the borrower's creditworthiness, the interest would not constitute participating debt interest. Because the amount of the Make-Whole Amount decreases as the 5-day VWAP increases, CRA may not view the Make-Whole Amount as participating debt interest. However, no opinion or ruling has been requested or received from the CRA and there can be no assurance that CRA would not view the Make-Whole Amount as participating debt interest.

Under the Tax Act, when a debenture or other debt obligation issued by a person resident in Canada is assigned or otherwise transferred by a non-resident person to a person resident in Canada (which would include a conversion of the obligation or payment upon maturity or redemption), the amount, if any, by which the price for which the obligation was assigned or transferred exceeds the price for which the obligation was issued is deemed to be a payment of interest on that obligation made by the person resident in Canada to the non-resident (an "Excess"). While the deeming rule does not apply in respect of certain excluded obligations, the Debentures may not be excluded obligations even if no part of the interest or Make-Whole Amount is participating debt interest. As noted above, it is not clear whether the Make-Whole Amount will be participating debt interest. Moreover, there is a risk that any Excess would be considered to be participating debt interest. If the Make-Whole Amount or the Excess is participating debt interest, there is a risk that all interest that was or will be paid or deemed to be paid on the obligation will be

considered to be participating debt interest and therefore subject to Canadian withholding tax.

The CRA has recently stated that it would not consider the Excess to be participating debt interest provided that the convertible debenture in question was issued by a Canadian public corporation (such as the Corporation) and otherwise satisfied the requirements of a standard convertible debenture (as that term was defined in a submission, dated May 10, 2010, made to the CRA by the Joint Committee on Taxation of the Canadian Bar Association and the Canadian Institute of Chartered Accountants). Therefore, there would be no withholding tax in such circumstances provided that the payor and payee deal at arm's length for purposes of the Tax Act. The Debentures should generally meet the criteria set forth in the CRA's recent statement; however the Debentures will also contain additional terms which are not expressly contemplated in the definition of a standard convertible debenture. Accordingly, the application of the CRA's above-described administrative practice is uncertain and there is a risk that amounts paid or payable by the Corporation to a non-resident holder of

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Debentures on account of interest, the Make-Whole Amount or any Excess may be subject to Canadian withholding tax at a rate of 25% (subject to any reduction in accordance with any applicable income tax treaty or convention).

The Indenture will contain a requirement for the Corporation to increase the amount of interest or other payments to holders of Debentures should the Corporation be required to withhold amounts in respect of income or similar taxes on payments of interest or other amounts, including Excess amounts. Based on its current understanding of the applicable rules in the Tax Act and the current administrative position of the CRA, the Corporation does not intend to withhold any amounts from payments made pursuant to the terms of the Debentures on account of interest, the Make-Whole Amount or any Excess. There can be no assurance that CRA will not assess the Corporation or non-resident holders of Debentures on the basis that the payments of interest, Make-Whole Amounts or the Excess are subject to Canadian withholding tax and that such assessments would not be sustained. Holders of Debentures who are not resident in Canada for purposes of the Tax Act should seek advice from their own tax advisors.

***U.S. Holders of the Debentures may have to pay taxes if the Corporation adjusts the conversion price of the Debentures in certain circumstances.***

The Corporation will adjust the conversion price of the Debentures in certain circumstances (see Details of the Offering Conversion Privilege ). Upon certain adjustments to (or certain failures to make adjustments to) the conversion price, U.S. Holders (as defined in Certain United States Federal Income Tax Considerations ) may be treated as having received a constructive distribution from the Corporation, resulting in taxable income for U.S. federal income tax purposes, even though such U.S. Holders would not receive any cash in connection with the adjustment to (or failure to adjust) the conversion price. **U.S. Holders of the Debentures should consult their own tax advisor and read Certain United States Federal Income Tax Considerations The Debentures Certain Adjustments to the Debentures.**

***U.S. Holders of the Warrants may have to pay taxes if the Corporation adjusts the number of Warrant Shares that will be issued on the exercise of the Warrants or the exercise price of the Warrants in certain circumstances.***

The number of Warrant Shares issuable upon exercise of the Warrants and/or the exercise price per Warrant Share may be adjusted in certain circumstances. See Description of Warrants Exercise of the Warrant. An adjustment to the number of Warrant Shares that will be issued on the exercise of the Warrants, or an adjustment to the exercise price of the Warrants, may be treated as a constructive distribution to a U.S. Holder in certain circumstances, resulting in taxable income for U.S. federal income tax purposes even though such U.S. Holders would not receive any cash in connection such adjustment. **U.S. Holders of the Warrants should consult their own tax advisor and read Certain United States Federal Income Tax Considerations The Warrants Certain Adjustments to the Warrants.**

***Holders of Debentures and Warrants will not be entitled to any voting rights with respect to the Common Shares, but will be subject to all changes made with respect to the Common Shares.***

Holders of Debentures and Warrants will not be entitled to any voting rights with respect to the Common Shares, but if a holder's Debentures or Warrants are subsequently converted into Common Shares, such holder will be subject to all changes affecting the Common Shares. For example, in the event that an amendment is proposed to the Corporation's constituting documents requiring shareholder approval and the record date for determining the shareholders of record entitled to vote on the amendment occurs prior to the date on which a holder of Debentures or Warrants becomes a holder of Common Shares under the terms of the Indenture or the Warrant Indenture, as applicable, such holder will not be entitled to vote on the amendment, although the holder will nevertheless be subject to any changes in the powers or rights of our Common Shares that result from such amendment.

***The price of the Common Shares, and therefore the price at which a holder may sell the Debentures and Warrants, may fluctuate significantly, which may make it difficult for holders to resell the Debentures, the Warrants, or the Common Shares issuable in connection with the Debentures and the Warrants, when desired or at attractive prices.***

The Corporation has applied to list the Common Shares issuable in connection with the Debentures and the Warrants on the TSX and NYSE MKT. Listing will be subject to the Corporation fulfilling all the listing requirements of the TSX and NYSE MKT, respectively. There can be no assurance that an active market will persist for the Common Shares and their price may decline. No market is currently expected to develop for the Warrants or the Debentures. The trading price of the Common Shares has been, and may continue to be, subject to large fluctuations, which may result in losses to investors. The trading price of the Common Shares, and therefore the value of the Warrants and the Debentures, may increase or decrease in response to a number of events and factors, many of which are not within the control of the Corporation, including:

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the Corporation's operating performance and the performance of competitors and other similar companies;

volatility in palladium, gold and other metal prices and expectations for future prices;

volatility in currency exchange rates;

volatility in interest rates;

the public's reaction to the Corporation's press releases, other public announcements and the Corporation's filings with the various securities regulatory authorities;

changes in earnings estimates or recommendations by research analysts who track the Corporation, or the shares of other companies in the mineral resource sector;

changes in general economic and/or political conditions;

the number of Common Shares to be publicly traded upon conversion of the Debentures or exercise of the Warrants, and any additional future offerings of Common Shares or securities convertible into Common Shares;

the arrival or departure of key personnel;

acquisitions, strategic alliances or joint ventures involving the Corporation or its competitors;

the risks listed under the heading "Cautionary Note Regarding Forward Looking Statements";

current or future litigation (including class actions) or regulatory proceedings;

the market for all mineral resource sector securities;

the breadth of the market or the public market for the Common Shares; and

the attractiveness of alternative investments.

These and other factors affecting the market price of the Common Shares on the exchanges on which the Common Shares trade have historically made the Common Share price volatile, and the Corporation expects that its share price will be volatile in the future. See also The Debentures and Warrants may not have an active market and their price may be volatile. Purchasers may be unable to resell Debentures or Warrants at a desirable price or at all .

Because the Debentures and Warrants are convertible into Common Shares, volatility or depressed prices of the Common Shares will likely have a similar effect on the prices received by holders of the Warrants and the Debentures. In addition, the existence of the Debentures and the Warrants may encourage short selling in the Common Shares by market participants because the conversion of the Debentures or exercise of the Warrants could depress the price of the Common Shares.

***The Corporation may terminate the Offering.***

The Corporation has the right under the Agency Agreement to terminate the Offering if at least \$30 million in subscriptions for the Debentures have not closed within seven (7) days of the date hereof, without prejudice to the Corporation's other rights not to proceed with the Offering. However, the Corporation shall be deemed to have waived this right if it closes the issuance and sale of any Debentures. If the Corporation determines to terminate the Offering, the Corporation will not have any obligation with respect to subscribers of the Offering except to return any money received from subscribers, without interest or deduction.

***The Corporation will have broad discretion in the allocation of the proceeds of the Offering.***

The Corporation currently intends to use the proceeds received from the Offering as described under Use of Proceeds in this prospectus supplement. However, management will have discretion in the actual application of the proceeds, and may elect to use the proceeds differently from that described under Use of Proceeds . The failure by

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management to apply these funds effectively, whether used as stated herein or re-allocated, could have a material adverse effect on the business and financial condition of the Corporation.

***Sales of a significant number of the Common Shares in the public markets, and the expectation of such sales, could depress the market price of the Common Shares and the prices received by holders of the Debentures and the Warrants.***

In order to finance future operations, acquisitions and capital expenditures, if any, the Corporation may attempt to raise funds through the issuance of Common Shares or the issuance of securities convertible into Common Shares. Sales of, or expectations of sales of, a substantial number of Common Shares or other equity-related securities in the public markets could depress the market price of the Common Shares and the prices received by holders of the Warrants and the Debentures, and impair the Corporation's ability to raise capital through the sale of additional equity securities. The Corporation cannot predict the effect that future sales, or future expected sales, of Common Shares or other equity-related securities will have on the market price of the Common Shares or the value of the Warrants and Debentures. The price of the Common Shares could also be affected by possible sales of Common Shares by investors who view the Debentures as a more attractive means of equity participation in the Corporation and by hedging or arbitrage trading activity which may occur involving the Common Shares. This hedging or arbitrage could, in turn, affect the value of the Warrants and Debentures. Any transaction involving the issuance of Common Shares, or securities convertible into Common Shares, would result in dilution, which could be substantial, to holders of Common Shares.

***The Offering will result in adjustments in the exercise price of the Series 1 Warrants in accordance with their full-ratchet anti-dilution provisions.***

The Series 1 Warrants contain full-ratchet anti-dilution provisions, which means that (with certain exceptions) any new issuances of Common Shares or securities convertible into Common Shares at a price, exercise price or conversion price below those of the Series 1 Warrants, will result in the exercise price of the Series 1 Warrants being reduced to match the price, exercise price or conversion price of such new issuance of Common Shares or securities convertible into Common Shares.

As the Warrants are being issued with an exercise price below the exercise price of the Series 1 Warrants, the full-ratchet anti-dilution provisions will apply to reduce the exercise price of the Series 1 Warrants to the exercise price of the Warrants. The full-ratchet anti-dilution provisions of the Series 1 Warrants may affect the Corporation's ability to secure future equity financing or reduce the proceeds of any equity financings that would otherwise be available to the Corporation.

## **Other Risks Related to the Corporation**

***The Corporation's financial results are directly affected by commodity prices.***

The Corporation's earnings are directly related to commodity prices as its revenues are derived from sales of palladium, and to a lesser extent, gold, platinum, nickel and copper produced from the LDI mine. Commodity prices can fluctuate widely and are affected by numerous factors beyond the Corporation's control, including production at other mines, supply from recycling, producer hedging activities, the state of the automotive industry, other production and investor demands and overall political and economic conditions. The price of palladium is affected by global supply and demand for the commodity, and the availability and cost of substitutes for palladium, such as platinum, and supply from Russia and South Africa, the two major PGM producing countries. An increased supply of palladium or platinum from Russia or South Africa could have a negative impact on the price of palladium. Further, the prices of

palladium and platinum have on occasion been subject to very rapid short-term changes because of the smaller size of the market relative to other metals. The aggregate effect of these factors is impossible to predict.

If the price of palladium drops, this will adversely affect the Corporation's financial performance and results of operations. Historically, changes in the market price of palladium have significantly impacted the Corporation's profitability and the trading price of the Common Shares.

***Changes in the Canadian dollar/U.S. dollar exchange rate significantly affect the Corporation's operating results and cash flow.***

Changes in the Canadian dollar/U.S. dollar exchange rate significantly affect the Corporation's operating results and cash flows as all of the Corporation's revenues are earned in U.S. dollars but most of its operating and capital costs are incurred in Canadian dollars. As a result, a strengthening Canadian dollar relative to the U.S. dollar will result in reduced

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profit or increased losses for the Corporation. The Canadian dollar/U.S. dollar exchange rate has varied significantly over the last several years. From time to time, the Corporation may engage in hedging activities to manage its exposure related to changes in exchange rates, interest rates and commodity prices, but those hedging activities may not be successful in mitigating the Corporation's exposure to those changes. There can be no assurance that future foreign exchange fluctuations will not materially adversely affect the Corporation's financial performance and results of operations.

In addition, changes in currency exchange rates, and particularly a significant weakening of the South African rand relative to the U.S. dollar, could reduce relative costs of production and improve the competitive cost position of South African PGM producers.

### ***Deterioration of economic conditions will adversely impact the Corporation's revenues.***

The unprecedented events in global financial markets in the past several years have had a profound impact on the global economy. The deterioration of economic conditions generally could negatively impact the Corporation's business in several ways. For instance, in recent years, financial conditions have been characterized by market volatility, tight credit markets and reduced consumer confidence and business activity, which have negatively impacted the Corporation's revenues and the market price of the Common Shares.

In addition, a prolonged or significant global economic contraction could put downward pressure on market prices of PGMs, particularly if demand for PGMs decline in connection with consumer demand, since PGMs are used in the production of items such as automobiles, electronics and jewelry.

In addition, some purchasers of PGMs, such as automobile manufacturers, could experience serious cash flow problems due to deteriorating global capital markets. Approximately half of global demand of palladium and platinum is for the manufacture of automotive catalytic converters. Auto companies and other PGM purchasers may be forced to reduce their product lines or production, shut down their operations or file for bankruptcy protection, which would have a material adverse effect on the Corporation's business.

### ***The Corporation may not meet its production level, capital expenditure and operating cost estimates and, if it does not, its results of operations may be adversely affected.***

Planned production levels, capital expenditures and operating costs are estimates, with the estimates in respect of the LDI property being based on technical studies as well as the Corporation's experience in operating the LDI mine. All of the Corporation's estimates are subject to numerous uncertainties, many of which are beyond the Corporation's control. The Corporation may have difficulties attracting and maintaining a sufficient amount of qualified workers to meet projected production levels. In addition, the Corporation's ability to achieve or maintain projected production at the LDI mine is uncertain due to the fact that the Corporation's production decisions are not based on feasibility studies of mineral reserves demonstrating economic viability. The Corporation cannot give assurances that its actual production levels will not be substantially lower than its estimates or that its capital expenditures and operating costs will not be materially higher than anticipated. Failure to meet production levels and operating costs estimates could adversely affect the Corporation's financial performance and results of operations.

### ***Expansion of the LDI mine involves significant risks.***

The Corporation believes that development of the LDI mine at depth will be critical to satisfying the Corporation's financial obligations and for its long-term profitability. Additional diamond drilling followed by appropriate technical studies are required in order to determine the economic viability and capital cost of deepening the shaft and

development of the mine at depth. The results of the additional drilling and associated studies are uncertain, and if the results of such drilling and/or studies are unfavourable, the Corporation may need to find alternative sources of long-term production.

There is significant risk involved in all expansion projects. Project delays may adversely affect expected revenues and cost overruns may adversely affect project economics. In addition, completed expansion projects may not operate as expected by the Corporation, or result in the achievement of targeted operational results. The Corporation's ability to execute on its development projects on time and on budget depends on many factors beyond the Corporation's control, including the availability of equipment and personnel, access, weather, accidents, equipment breakdown, the need for government and regulatory approvals and unexpected or uncontrollable increases in the costs or availability of materials. Other risks include, but are not limited to, delays in obtaining sufficient financing, as well as unforeseen difficulties encountered during the expansion process including labour disputes or opposition by First Nations to the expansion and other risks that generally apply to the Corporation.

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***Calculation of mineral reserves, mineral resources and metal recovery are only estimates, and there can be no assurance about the quantity and grade of minerals until the metals are actually mined.***

The calculation of mineral reserves, mineral resources and grades are merely estimates and depend on geological interpretation and statistical inferences or assumptions drawn from drilling and sampling analysis, which might prove to be inaccurate. Mineral resources that are not mineral reserves do not have demonstrated economic viability and mineral reserve estimates are based on certain assumptions, including metal prices. Until mineral reserves or mineral resources are actually mined and processed, the quantity of reserves or resources and their respective grades must be considered as estimates only. Any material change in the quantity of mineral reserves, mineral resources, grade or stripping ratio may affect the economic viability of the Corporation's operations.

The Corporation cannot guarantee that it will recover the indicated quantities of metals. Future production could differ dramatically from such estimates for the following reasons:

actual mineralization or ore grade could be different from those predicted by drilling, sampling, technical studies or technical reports;

increases in the capital or operating costs of the mine;

resources may not be successfully converted to reserves;

changes in the life-of-mine plan; or

the grade of ore may vary over the life of the mine and the Corporation cannot give any assurances that any particular mineral reserve estimate will ultimately be recovered.

The occurrence of any of these events may cause the Corporation to adjust its mineral resource and reserve estimates or change its mining plans, which could negatively affect the Corporation's financial condition and results of operations. Moreover, short-term factors, such as the need for additional development of the orebody or the processing of new or different grades may adversely affect the Corporation's operations and results.

***Decreases in the market price of palladium or other metals may render the mining of reserves uneconomic.***

The mineral resource and reserve figures included in the base prospectus and the documents incorporated by reference are estimates, which are, in part, based on forward-looking information, and no assurance can be given that the indicated level of palladium, platinum, gold, nickel and copper will be produced. Factors such as metal price fluctuations, increased production costs and reduced recovery rates may render the present proven and probable reserves unprofitable to develop at a particular site or sites for periods of time.

The 2014 LDI Report assumes the following long-term prices: US\$700 per ounce for palladium, US\$1,453 per ounce for platinum, US\$1,320 per ounce for gold, US\$6.47 per pound for nickel and US\$3.26 per pound for copper. Mineral reserve and resource estimates would be lower than estimated to the extent that actual metal prices are lower than assumed.

***The Corporation's operations may be affected by increased demand for, and cost of, exploration, development and construction services and equipment.***

Strength of the metal market can result in an increase in exploration, development and construction activities around the world, resulting in increased demand for, and cost of, exploration, development and construction services and equipment. The costs of such services and equipment could increase in the future, which could result in delays or materially increased costs if services or equipment cannot be obtained in a timely manner or at acceptable prices.

***Future exploration at the LDI property or at the Corporation's other exploration properties may not result in increased mineral reserves or mineral resources.***

As mines have a depleting asset base, the Corporation actively seeks to replace and expand its mineral reserves and mineral resources through exploration and development, strategic acquisitions and joint ventures. The Corporation has conducted exploration programs on the LDI property and elsewhere with the objective of increasing total mineral reserves and mineral resources. Exploration for minerals involves many risks and uncertainties and is frequently unsuccessful.

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Among the many uncertainties inherent in any exploration and development program are the location of mineralized zones, the development of appropriate metallurgical processes, the receipt of necessary governmental permits to mine a deposit and the construction of mining and processing facilities. Assuming discovery of an economic mineralized zone, several years may elapse from the completion of the exploration phase until commercial production commences and during such time the economic feasibility of production may change. There can be no assurance that the Corporation's current exploration and development programs will result in economically viable mining operations or yield new mineral reserves and mineral resources to replace current mineral reserves and mineral resources. This could prevent the Corporation from sustaining its targeted production levels over the long term, which could affect its ability to continue as a going concern.

***The risks and hazards associated with exploration, mining and processing pose operational and environmental risks.***

Exploration, mining and processing operations involve many risks and hazards, including, among others:

metallurgical and other processing problems;

geotechnical problems;

unusual and unexpected rock formations;

ground or slope failures or underground cave-ins;

environmental contamination;

industrial accidents;

fires;

flooding and periodic interruptions due to inclement or hazardous weather conditions or other acts of nature;

organized labour disputes or work slow-downs;

mechanical equipment failure and facility performance problems; and

the availability of critical materials, equipment and skilled labour.

These risks could result in: damage to, or destruction of, the Corporation's properties or production facilities; personal injury or death; environmental damage; delays in mining or processing; increased production costs; asset write downs; monetary losses; and legal liability.

The Corporation cannot be certain that its insurance will cover all of the risks associated with mining and processing or that it will be able to maintain insurance to cover these risks at economically feasible rates. The Corporation may also become subject to liability for hazards against which it cannot insure or against which the Corporation has elected not to insure because of high premium costs, commercial impracticality or other reasons. Such events could result in a prolonged interruption in operations that would have a negative effect on the Corporation's ability to generate revenues, profits and cash flow. Losses from such events may increase costs and decrease profitability.

***The Corporation's future prospects will be negatively affected if the LDI mine fails to achieve or maintain projected production levels.***

The Corporation's future prospects will be negatively affected if the LDI mine fails to achieve or maintain projected production levels. Unforeseen conditions or developments could arise during the ongoing development and operation of the LDI mine or other properties, which could increase costs and adversely affect the Corporation's ability to generate revenue and profits. These conditions may include, among others:

shortages or unanticipated increases in the cost of equipment, materials or skilled labour;

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delays in delivery of equipment or materials;

labour disruptions;

adverse weather conditions or natural disasters;

accidents;

unforeseen engineering, design, environmental or geotechnical problems; and

unanticipated changes in the life-of-mine plan or the ultimate mine design.

***Risks of acquisitions and the failure to integrate acquired mining properties.***

The Corporation may acquire additional mining properties where such transactions are economically and strategically justified. However, there can be no assurance that the Corporation will be able to identify attractive businesses or properties in the future or that it will succeed at effectively managing the integration of acquired mining properties. If the expected synergies from such transactions do not materialize, or if the Corporation fails to integrate such new mining properties successfully into its existing business, or if acquired businesses or properties do not meet expectations or have unexpected liabilities, the Corporation's results of operations could be adversely affected.

***Title to the Corporation's mineral properties cannot be guaranteed.***

The Corporation cannot guarantee that title to its properties will not be challenged. The Corporation's ability to ensure that it has obtained secure claim to individual mineral properties or mining concessions may be severely constrained. The Corporation's mineral properties may be subject to prior recorded and unrecorded agreements, transfers or claims, and title may be affected by, among other things, undetected defects. Additionally, there can be no guarantee that potential First Nations' claims to the Corporation's mineral properties will not create delays in project approval, unexpected interruptions in project progress or production, or result in additional costs to advance the project. A successful challenge to the area and location of these claims could result in the Corporation being unable to operate on its properties as permitted or being unable to enforce its rights with respect to its properties.

***The Corporation is dependent on third parties for smelting and refining its palladium.***

The Corporation has a smelter agreement in place that provides for the smelting and refining of the metals contained in the concentrates produced at the LDI property. The Corporation previously had another smelter agreement which expired on March 31, 2014. It is expected that it will take a few months for the remaining concentrate being processed by the prior smelter to be completed.

The termination of the smelter agreement or the failure to renew the smelter agreement on acceptable terms, or at all, could have a material adverse effect on the Corporation's financial performance and results of operations until such time as alternative smelting and refining arrangements could be made or alternative purchasers of the Corporation's concentrates could be found. If the Corporation is required to make alternative refining arrangements or to find alternative purchasers, there can be no assurance that such arrangements would be on terms as favourable to the

Corporation as its existing smelter agreement.

***The Corporation is subject to extensive environmental and other regulatory requirements.***

Environmental laws and regulations affect the exploration, development, mining and processing operations of the Corporation. These laws and regulations set various standards regulating the environment and require the Corporation to obtain various operating approvals and licenses. Environmental legislation generally provides for restrictions and prohibitions on emissions of various substances produced in association with mining operations, such as seepage from tailings containment facilities, which could result in environmental pollution.

In addition, amendments to current laws or regulations governing mining companies, or more stringent implementation thereof, could have a material adverse impact on the Corporation and cause increases in costs, reductions in levels of production or delays in the development of new mining properties. In addition to existing requirements, new environmental legislation may be implemented in the future with the objective of further protecting human health, the

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environment and climate change. New environmental legislation or changes in existing environmental legislation could have a negative effect on production levels, product demand, and methods of production and distribution. The complexity and breadth of these issues make it difficult for the Corporation to predict their impact.

A breach of such legislation could result in the issuance of governmental orders, imposition of fines and penalties and, in certain circumstances, could result in the loss of operating licenses or approvals, or the suspension of the Corporation's operations. Significant liabilities could be imposed for damages or clean-up costs in the event of damage to the environment or non-compliance with environmental laws or regulations, which may have a material adverse impact on the Corporation's operations or financial results. If the Corporation fails to obtain or maintain the necessary operating approvals or licenses it may not be able to continue its operations in its usual manner or at all.

The Corporation cannot give assurances that it will at all future times be in compliance with all federal and provincial environmental legislation or that steps to bring the Corporation into compliance would not have a negative effect on its financial condition and results of operations.

### ***The cost of complying with environmental legislation may be significant.***

The Corporation's operations are subject to extensive environmental legislation. This legislation requires the Corporation to obtain various operating approvals and licenses and also imposes standards and controls on activities relating to exploration, development and production. The cost to the Corporation of obtaining such approvals and licenses and abiding by environmental legislation, standards and controls may be significant.

The Corporation will be responsible for all costs of closure and reclamation at the LDI property. In addition, to the extent that the Corporation's exploration activities at other projects disturb the land or some other environmental attribute, the Corporation may incur clean-up and other reclamation costs at such projects. During 2013, the Corporation's mine closure obligations were revised to reflect the Corporation's most current closure cost estimates, expected mine lives and market rate assumptions. The current mine closure obligations for the LDI property and Shebandowan West project are approximately \$14.4 million.

The Corporation's obligations with respect to the eventual clean-up and restoration of these sites is secured by letters of credit in the amount of approximately \$14.4 million. There can be no assurance that the closure and reclamation costs for these sites will not substantially exceed the Corporation's estimates, or that letters of credit will cover these costs.

Changes in environmental legislation or in its enforcement, new information on existing environmental conditions or other events, including changes in environmental controls or standards or in their enforcement, may increase future environmental expenditures or otherwise have a negative effect on the Corporation's financial condition and results of operations.

### ***Compliance with current and future government regulations may cause the Corporation to incur significant costs.***

The Corporation's activities are subject to extensive Canadian federal and provincial legislation governing matters such as mine safety, occupational health, labour standards, prospecting, exploration, production, exports, explosives, management of natural resources, price controls, land use, water use, and taxes. Compliance with applicable legislation could require the Corporation to make significant capital outlays. The enactment of new legislation or more stringent enforcement of current legislation may increase costs, which could have a negative effect on the Corporation's financial position. The Corporation cannot make assurances that it will be able to adapt to these regulatory developments on a timely or cost effective basis. Violations of these laws, regulations and other regulatory

requirements could lead to substantial fines, penalties or other sanctions, including possible shut-downs of the LDI property and future operations, as applicable.

***The Corporation is required to obtain and renew governmental permits in order to conduct mining operations, which is often a costly and time-consuming process.***

Throughout the normal course of business, the Corporation is required to obtain and renew governmental permits for exploration, operations and expansion of existing operations or for the development of new projects. Obtaining or renewing governmental permits is a complex and time-consuming process. The duration and success of permitting efforts are contingent upon many variables not within the Corporation's control, including the interpretation of requirements implemented by the applicable permitting authority. The Corporation may not be able to obtain or renew permits that are necessary to its operations, or the cost to obtain or renew permits may exceed the Corporation's expectations. Any

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unexpected delays or costs associated with the permitting process could delay the development or impede the operation of a mine, which could materially adversely affect the Corporation's revenues and future growth.

***If the Corporation loses key personnel or is unable to attract and retain personnel, the Corporation's mining operations and prospects could be significantly harmed.***

The Corporation is dependent upon the services of a small number of members of senior management. The Corporation's current operations and its future prospects depend on the experience and knowledge of these individuals. The Corporation does not maintain any key person insurance. The loss of one or more of these individuals could have a material adverse effect on the Corporation's mining operations and results of operations.

***The Corporation faces competition from other, larger suppliers of PGMs and from potential new sources of PGMs.***

The Corporation competes globally with other PGM producers and suppliers, some of which are significantly larger and have access to greater mineral reserves and financial resources. In addition, recycling and new mines could increase the global supply of palladium. The Corporation may not be successful in competing with these existing and emerging PGM producers and suppliers.

***Current and future litigation and regulatory proceedings may impact the revenue and profits of the Corporation.***

The Corporation may be subject to civil claims (including class action claims) based on allegations of negligence, breach of statutory duty, public nuisance or private nuisance or otherwise in connection with its operations or investigations relating thereto. A statement of claim has been filed with the Ontario Superior Court of Justice, seeking leave to commence a class action proceeding for alleged misrepresentations in the Corporation's public disclosure, as more fully described on page 53 of the AIF (the **Class Action**). The Corporation has retained legal counsel and intends to vigorously defend the potential claim. While the Corporation is presently unable to quantify its potential liability, which may be covered in whole or in part by insurance, such liability may be material to the Corporation and may materially adversely affect its ability to continue operations.

In addition, the Corporation may be subject to actions or related investigations by governmental or regulatory authorities in connection with its activities at the LDI property or its other properties. Such actions may include prosecution for breach of relevant legislation or failure to comply with the terms of the Corporation's licenses and permits and may result in liability for pollution, other fines or penalties, revocations of consents, permits, approvals or licenses or similar actions, which could be material and may impact the results of operations of the Corporation. The Corporation's current insurance coverage may not be adequate to cover any or all of the potential losses, liabilities and damages that could result from the civil and/or regulatory actions referred to above, or the Corporation may elect not to insure against such risks.

***The development of new technology or new alloys could reduce the demand for palladium and platinum.***

Demand for palladium and platinum may be reduced if manufacturers in the automotive, electronics and dental industries find substitutes for palladium or platinum. The development of a substitute alloy or synthetic material which has catalytic characteristics similar to PGMs could result in a decrease in demand for palladium and platinum. Furthermore, if the automotive industry were to develop automobiles that do not require catalytic converters, such as pure electric vehicles, it could significantly reduce the demand for palladium and platinum. High prices for palladium or platinum would create an incentive for the development of substitutes. Any such developments could have a material adverse effect on the Corporation's financial condition and results of operations.

***The Credit Facility, the 2012 Convertible Debentures, the Series 1 Debentures and the Brookfield Debt provide for events of default, some of which may be beyond the Corporation's control.***

The Credit Facility provides the Corporation with liquidity for day-to-day operations. The Credit Facility, the 2012 Convertible Debentures, the Series 1 Debentures and the Brookfield Debt contain certain events of default, some of which may be beyond the Corporation's control, the occurrence of which could require the Corporation to pay back immediately all amounts outstanding under the Credit Facility, the 2012 Convertible Debentures, the Series 1 Debentures, or the Brookfield Debt, as applicable.

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Upon the occurrence of an event of default under the Credit Facility or the Brookfield Debt, the holders of such debt could proceed against the collateral granted to them to secure that indebtedness, which collateral represents substantially all of the Corporation's and its subsidiaries' assets. If the holders of the Corporation's debt accelerate the repayment of borrowings, no assurance can be made that the Corporation will have sufficient cash flow or assets to repay its debt, including the Debentures, or will be able to raise sufficient funds to refinance such indebtedness. Even if the Corporation is able to obtain new financing, it may not be on commercially reasonable terms, or acceptable terms.

### ***The Corporation's hedging activities could expose it to losses.***

From time to time, the Corporation may engage in hedging activities to manage its exposure related to currencies, interest rates and commodity prices. While hedging related to realized metal prices may protect the Corporation against low metal prices, it may also limit the price the Corporation can receive on hedged products. As a result, the Corporation may be prevented from realizing possible revenues in the event that the market price of a metal or currency exceeds the price stated in a forward sale or call option contract. In addition, the Corporation may experience losses if a counterparty fails to purchase under a contract when the contract price exceeds the spot price of a commodity.

### ***Lack of infrastructure could impact operations, or delay or prevent the Corporation from developing its projects.***

The Corporation's operations and completion of the Corporation's development projects are subject to various requirements, including the availability and timing of acceptable arrangements for electricity or other sources of power, water and transportation facilities. The lack of availability on acceptable terms or the delay in the availability of any one or more of these items could impact operations or prevent or delay development of the Corporation's development projects. If adequate infrastructure is not available in a timely manner, there can be no assurance that:

operations will achieve the anticipated costs or production volumes;

the development of the Corporation's projects will be completed on a timely basis, if at all; or

the ongoing costs associated with the development of the Corporation's advanced projects will not be higher than anticipated.

### ***The Corporation may be required to record impairment charges which may adversely affect its financial results and could cause the Corporation to breach its covenants under the Brookfield Debt and the Credit Facility.***

Under the Brookfield Debt and the Credit Facility, the Corporation is required to maintain a minimum of \$200 million in shareholders' equity. As at December 31, 2013, the Corporation's total shareholders' equity was \$222.5 million. If the Corporation is required to take an impairment charge that would cause the Corporation's shareholders' equity to fall below \$200 million, the Corporation would be in breach of the Brookfield Debt and the Credit Facility and the respective lenders thereunder may declare a default and accelerate amounts owing and/or enforce their other rights as creditors, including realizing on their security. An impairment charge would also adversely affect the Corporation's financial results.

***The Corporation may fail to achieve and maintain adequate internal control over financial reporting pursuant to the requirements of the Sarbanes-Oxley Act and equivalent Canadian legislation.***

The Corporation documented and tested, during its fiscal year ended December 31, 2013, its internal control procedures in order to satisfy the requirements of Section 404 of the Sarbanes-Oxley Act ( **SOX** ) and equivalent Canadian legislation. Both SOX and Canadian legislation require management to assess annually the effectiveness of the Corporation's internal control over financial reporting ( **ICFR** ).

The Corporation may fail to maintain the adequacy of its ICFR as such standards are modified, supplemented or amended from time to time, and the Corporation may not be able to ensure that it can conclude, on an ongoing basis, that it has effective ICFR in accordance with Section 404 of SOX and equivalent Canadian legislation. The Corporation's failure to satisfy the requirements of Section 404 of SOX and equivalent Canadian legislation on an ongoing, timely basis could result in the loss of investor confidence in the reliability of its financial statements, which in turn could harm the Corporation's business and negatively impact the trading price of the Common Shares or the market value of its other securities, including

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the Debentures and the Warrants. In addition, any failure to implement required new or improved controls, or difficulties encountered in their implementation, could harm the Corporation's operating results or cause it to fail to meet its reporting obligations. Future acquisitions of companies, if any, may provide the Corporation with challenges in implementing the required processes, procedures and controls in its acquired operations. No evaluation can provide complete assurance that the Corporation's ICFR will detect or uncover all failures of persons within the Corporation to disclose material information otherwise required to be reported. The effectiveness of the Corporation's processes, procedures and controls could also be limited by simple errors or faulty judgments. In addition, if the Corporation expands, the challenges involved in implementing appropriate ICFR will increase and will require that the Corporation continue to improve its ICFR.

### ***Difficulty of investors in the United States to enforce civil liabilities against the Corporation based solely upon the federal securities laws of the United States.***

The Corporation is a Canadian corporation, with its principal place of business in Canada. A majority of the Corporation's directors and officers and some or all of the experts named in this prospectus supplement, and the base prospectus, are residents of Canada and all or almost all of the Corporation's assets and a significant portion of the assets of some or all of the Corporation's directors and officers and the experts named in this prospectus supplement are located outside the United States. Consequently, it may be difficult for U.S. investors to effect service of process within the United States upon the Corporation or its directors or officers or such experts who are not residents of the United States, or to realize in the United States upon judgments of courts of the United States predicated upon civil liabilities under the Securities Act of 1933, as amended (the **Securities Act**). Investors should not assume that Canadian courts (1) would enforce judgments of U.S. courts obtained in actions against the Corporation or such directors, officers or experts predicated upon the civil liability provisions of the U.S. federal securities laws or the securities or blue sky laws of any state within the United States or (2) would enforce, in original actions, liabilities against the Corporation or such directors, officers or experts predicated upon the U.S. federal securities laws or any such state securities or blue sky laws. In addition, the protections afforded by Canadian securities laws may not be available to investors in the United States.

### ***Forward-looking information may prove inaccurate.***

Investors are cautioned not to place undue reliance on forward-looking information. By its nature, forward-looking information involves numerous assumptions, known and unknown risks and uncertainties, of both a general and specific nature, that could cause actual results to differ materially from those suggested by the forward-looking information or contribute to the possibility that predictions, forecasts or projections will prove to be materially inaccurate.

Additional information on risks, assumptions and uncertainties relating to forward-looking information can be found in this prospectus supplement under the heading **Cautionary Note Regarding Forward-Looking Statements**.

## **USE OF PROCEEDS**

Assuming the Offering is fully subscribed, the Corporation expects to receive approximately \$32.9 million in net proceeds from the Offering after deducting the Agents' fee and the estimated expenses of the Offering.

The net proceeds of the Offering will be used for the Corporation's working capital purposes. This may include expenditures at the LDI mine, primarily in connection with paying trade creditors, financing an expected increase in accounts receivable as operations ramp-up, capital expenditures related to underground development and the tailings management facility, additional diamond drilling and, if appropriate, technical studies to determine the economic

viability and capital costs of deepening the LDI mine shaft and developing the mine at depth and for other general corporate purposes, including ordinary course repayments under the Credit Facility and payment of Brookfield Debt interest. See Plan of Distribution .

Should the Offering not be fully subscribed, the Corporation expects to apply the net proceeds in the following priority order: working capital, capital expenditures, other general corporate purposes, repayments under the Credit Facility and payment of interest on the Brookfield Debt.

The above noted use of proceeds represents the Corporation's intention with respect to its use of proceeds following the Closing Date, based on current knowledge and planning by management of the Corporation. There may be circumstances where, for sound business reasons, the Corporation reallocates the use of proceeds. See Risk Factors Risks Related to the Offering The Corporation will have broad discretion in the allocation of the proceeds of the Offering .

### **EARNINGS COVERAGE**

The following earnings coverages are calculated on a consolidated basis for the year ended December 31, 2013 and are derived from audited financial information for the year ended December 31, 2013.

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The loss of the Corporation before interest and income tax expense for the year ended December 31, 2013 was \$38.2 million. The interest obligation for the year ended December 31, 2013 was \$36.6 million, resulting in a negative coverage ratio. The dollar amount of the coverage deficiency would have been \$74.8 million.

The loss from continuing operations of the Corporation before interest and income tax expense for the year ended December 31, 2013 was \$40.7 million. The interest obligation for the year ended December 31, 2013 was \$36.6 million, resulting in a negative coverage ratio. The dollar amount of the coverage deficiency would have been \$77.3 million.

After giving effect to the Offering and the Tranche 1 Offering, the pro forma loss of the Corporation before interest and income tax expense for the year ended December 31, 2013 was \$38.2 million. After giving effect to the Offering and the Tranche 1 Offering, the pro forma interest obligation for the year ended December 31, 2013 was \$41.6 million, resulting in a negative coverage ratio. The dollar amount of the coverage deficiency would have been \$79.8 million.

After giving effect to the Offering and the Tranche 1 Offering, the pro forma loss from continuing operations of the Corporation before interest and income tax expense for the year ended December 31, 2013 was \$40.7 million. After giving effect to the Offering, the pro forma interest obligation for the year ended December 31, 2013 was \$41.6 million, resulting in a negative coverage ratio. The dollar amount of the coverage deficiency would have been \$82.3 million.

The earnings coverage ratios set out above have been calculated using annual financial statements prepared in accordance with IFRS.

## **DETAILS OF THE OFFERING**

For the purpose of the description of the Debentures and the Warrants, the following terms shall have the following meanings:

**Contingent Obligation** means, as to any person, any direct or indirect liability, contingent or otherwise, of that person with respect to any indebtedness, lease, dividend or other obligation of another person if the primary purpose or intent of the person incurring such liability, or the primary effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such liability will be protected (in whole or in part) against loss with respect thereto;

**Equity Conditions** means: (i) on each day during the period beginning one month prior to the applicable date of determination and ending on and including the applicable date of determination the Corporation's registration statement filed with the SEC in connection with this prospectus supplement (the **Registration Statement**) is effective and the prospectus contained therein shall be available for the issuance by the Corporation of all of the Common Shares issuable upon conversion of the Debentures and exercise of the Warrants (disregarding any limitation on conversion of the Debentures and exercise of the Warrants); (ii) on each day during the period beginning one month prior to the applicable date of determination and ending on and including the applicable date of determination (the **Equity Conditions Measuring Period**), the Common Shares (including all of the Common Shares issuable upon conversion of the Debentures and exercise of the Warrants) are listed or designated for quotation (as applicable) on one of the TSX or the NYSE MKT and shall not have been suspended from trading on the TSX and the NYSE MKT (other than suspensions of not more than two days on each respective exchange and occurring prior to the applicable date of determination due to business announcements by the Corporation) nor shall delisting or suspension by both the TSX and the NYSE MKT have been threatened (with a reasonable prospect of delisting occurring) or pending either

(A) in writing by the TSX or the NYSE MKT or (B) by falling below the minimum listing maintenance requirements of the TSX or the NYSE MKT; (iii) on each day during the Equity Conditions Measuring Period, the Corporation shall have delivered all Common Shares payable on account of interest and all Common Shares issuable upon conversion of the Debentures and all Common Shares issuable upon exercise of the Warrants on a timely basis and all other Common Shares required to be delivered by the Corporation on a timely basis as set forth in the Series 2 Securities; (iv) any Common Shares to be issued in connection with the event requiring determination may be issued in full without violating the Maximum Percentage; (v) any Common Shares to be issued in connection with the event requiring determination may be issued in full without violating the rules or regulations of the TSX or the NYSE MKT; (vi) the Corporation shall have no knowledge of any fact that would reasonably be expected to cause the Registration Statement to not be effective or the prospectus contained therein to not be available for the issuance by the Corporation of all of the Warrant Shares (disregarding any limitation on the exercise of the Warrants) (vii) on each day during the Equity Conditions Measuring Period, no public announcement of a pending, proposed or intended Fundamental Transaction shall have occurred which has not been abandoned, terminated or consummated; (viii) no holder shall be in possession of any material, non-public information regarding the Corporation or any of its Subsidiaries provided to any of them by the Corporation, any of its subsidiaries or any of their respective affiliates, employees, officers, representatives, agents or the like; (ix) on each day

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during the Equity Conditions Measuring Period, the Corporation otherwise shall have been in material compliance with each provision and covenant of the Debentures, Warrants and Series 1 Securities; and (x) without limitation of the foregoing clause (ix), on each day during the Equity Conditions Measuring Period, there shall not have occurred an event of default under the Indenture or an event that with the passage of time or giving of notice would constitute an event of default under the Indenture.

**Equity Conditions Failure** means, with respect to a particular date of determination, that on any day during the period commencing 20 trading days immediately prior to such date of determination, the Equity Conditions have not been satisfied (or waived in writing by the holders of the Debentures or the Warrants, as applicable).

**Fundamental Transaction** means that (i) the Corporation or any of its subsidiaries shall, directly or indirectly, in one or more related transactions, (1) consolidate or merge with or into (whether or not the Corporation or any of its subsidiaries is the surviving corporation) any other person (excluding a merger or consolidation of a subsidiary that is directly or indirectly wholly-owned by the Corporation into the Corporation or into any other subsidiary that is directly or indirectly wholly-owned by the Corporation), or (2) sell, lease, license, assign, transfer, convey or otherwise dispose of all or substantially all of its respective properties or assets to any other person (excluding such a sale, lease, license, transfer, conveyance or other disposition by a subsidiary that is directly or indirectly wholly-owned by the Corporation to the Corporation or to any other subsidiary that is directly or indirectly wholly-owned by the Corporation), or (3) allow any other person to make a purchase, tender or exchange offer that is accepted by the holders of more than 50% of the outstanding shares of Voting Stock of the Corporation (not including any shares of Voting Stock of the Corporation held by the person or persons making or party to, or associated or affiliated with the persons making or party to, such purchase, tender or exchange offer), or (4) consummate a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with any other person whereby such other person acquires more than 50% of the outstanding shares of Voting Stock of the Corporation (not including any shares of Voting Stock of the Corporation held by the other person or other persons making or party to, or associated or affiliated with the other persons making or party to, such stock or share purchase agreement or other business combination), or (5) reorganize, recapitalize or reclassify the Common Shares, or (ii) any person or group (as these terms are used for purposes of Sections 13(d) and 14(d) of the Exchange Act and the rules and regulations promulgated thereunder), other than the Holder and any of its affiliates, is or shall become the beneficial owner (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% of the aggregate ordinary voting power represented by issued and outstanding Voting Stock of the Corporation.

**Indebtedness** of any person means, without duplication (A) all indebtedness for borrowed money, (B) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (including, without limitation, capital leases in accordance with IFRS) (other than trade payables entered into in the ordinary course of business), (C) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments, (D) all obligations evidenced by Debentures, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses, (E) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to any property or assets acquired with the proceeds of such indebtedness (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such property), (F) all monetary obligations under any leasing or similar arrangement which, in connection with IFRS, consistently applied for the periods covered thereby, is classified as a capital lease, (G) all indebtedness referred to in clauses (A) through (F) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any mortgage, lien, pledge, charge, security interest or other encumbrance upon or in any property or assets (including accounts and contract rights) owned by any Person, even though the Person which owns such assets or property has not assumed or become liable for the payment of such

indebtedness, and (H) all Contingent Obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (A) through (G) above;

**Voting Stock** of a person means capital stock of such person of the class or classes pursuant to which the holders thereof have the general voting power to elect, or the general power to appoint, at least a majority of the board of directors, managers or trustees of such person (irrespective of whether or not at the time capital stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

### **Description of the Debentures**

The following is a summary of the material attributes and characteristics of the Debentures and is subject to, and qualified by reference to, the terms of the Indenture (as defined below).

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### *General*

The Debentures will be issued under an indenture dated January 30, 2014 (the **Principal Indenture** ), as supplemented by an indenture supplement dated as of the Closing Date (the **Supplemental Indenture** , together with the Principal Indenture, the **Indenture** ), among the Corporation, Computershare Trust Company of Canada, as Canadian trustee, and Computershare Trust Company, N.A. as United States trustee (together the **Debenture Trustees** ). The aggregate principal amount of the Debentures authorized for issue is unlimited. As well, the Corporation may, from time to time, without the consent of holders of Debentures, issue additional Debentures of the same series under the Indenture or of a different series under the Principal Indenture, as supplemented and amended.

The Debentures will be issued on the Closing Date and will initially be issuable only in denominations of \$1,000 and integral multiples thereof. The Maturity Date of the Debentures will be five years following the Closing Date (as the same may be extended in accordance with the terms of the Indenture).

The Debentures will bear interest at an annual rate of 7.5% payable semi-annually in arrears on March 31 and September 30 of each year, commencing September 30, 2014. The first interest payment on the Debentures will include accrued and unpaid interest for the period from and including the closing of the Offering to, but excluding, September 30, 2014. From and after the occurrence and during the continuance of any Event of Default, the interest rate applicable to the Debentures will automatically be increased to 12%. See **Redemption upon Event of Default** .

Subject to the ability of the Corporation to issue Common Shares in satisfaction of the principal of, and interest, Make-Whole Amount and Late Charges (as defined below) on, the Debentures, payments of principal, interest, the Make-Whole Amount and Late Charges shall be made in Canadian dollars.

The Debentures will be direct obligations of the Corporation and will not be secured by any mortgage, pledge, hypothec or other charge and will be subordinated to other liabilities of the Corporation as described under **Rank and Subordination** . The Indenture will not restrict the Corporation from incurring additional indebtedness for borrowed money or from mortgaging, pledging or charging its properties to secure any indebtedness.

Any payments by the Corporation under the Indenture shall be made free and clear of, and without deduction for, any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto (collectively, **Taxes** ) unless the Corporation is required to withhold or deduct any amounts for, or on account of, Taxes pursuant to any applicable law. If the Corporation shall be required to deduct any Taxes from or in respect of any sum payable under the Debentures to any holder, (i) the sum payable shall be increased by the amount by which the sum payable would otherwise have to be increased (the **tax make-whole amount** ) to ensure that after making all required deductions (including, without limitation, deductions applicable to the tax make-whole amount) the holder would receive an amount equal to the sum the holder would have received had no such deductions been made, (ii) the Corporation shall make such deductions and (iii) the Corporation shall pay the full amount withheld or deducted to the relevant governmental authority within the time required. In addition, the Corporation shall pay to the relevant governmental authority in accordance with applicable law any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies that arise from any payment made under the Indenture or in connection with the execution, delivery, registration or performance of, or otherwise with respect to, the Debentures. There will be no provisions in the Indenture allowing for the Corporation to redeem Debentures as described in the base prospectus under **Description of Debt Securities Tax Redemption** . The tax make-whole amounts may be satisfied in Common Shares.

**Under the current terms of the Credit Facility and the Brookfield Debt, the payment of principal on the Debentures in cash would be prohibited unless consented to by the lenders. In addition, under the terms of the**

**Credit Facility and the Brookfield Debt, the payment of interest in cash on the Debentures would be prohibited if a default has occurred or would occur as a result of such payment. In addition, the Debentures are subordinated to the Credit Facility and the Brookfield Debt. See Rank and Subordination . Both the Credit Facility and the Brookfield Debt mature prior to the Maturity Date. If such terms prohibiting payment in cash remain in place at the Maturity Date, however, the Corporation expects to seek to repay the principal amount of the Debentures with Common Shares as described under Payment at Maturity .**

*Conversion Privilege*

Holders may convert their Debentures into Common Shares at any time at the conversion price, being a conversion rate of approximately 2,160 Common Shares per \$1,000 principal amount of Debentures, subject to adjustment in certain events as described in the Indenture. Holders converting their Debentures will receive all accrued and unpaid interest thereon

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to, but excluding, the date of conversion, as well as the Make-Whole Amount, and such holders shall become holders of record of Common Shares on the date of conversion. The number of Common Shares issuable in respect of accrued and unpaid interest is determined by dividing the aggregate amount of accrued and unpaid interest by the Interest Conversion Price. The number of Common Shares issuable in respect of the Make-Whole Amount is determined by dividing the Make-Whole Amount by the Make-Whole Conversion Price, being the 5-day VWAP of the Common Shares on the TSX ending on two trading days immediately preceding the conversion date. The Make-Whole Amount represents the amount of unaccrued and unpaid interest that would have been paid if such Debenture were held to maturity, reduced by 1% for each 1% that the 5-day VWAP of the Common Shares on the TSX ending two trading days preceding the date of conversion exceeds the conversion price (prorated for increments less than 1%). In lieu of issuing Common Shares in respect of accrued and unpaid interest and the Make-Whole Amount, the Corporation may elect to pay all or any portion of such amounts in cash.

If the issuance of Common Shares on conversion would result in a fraction of a Common Share, the Corporation shall round such fraction of a Common Share to the nearest whole Common Share (with 0.5 of a Common Share being rounded up). Holders of Debentures surrendered for conversion during the period from the close of business on any regular record date to the opening of business on the next succeeding Interest Payment Date will receive the semi-annual interest payable on such Debentures on the corresponding Interest Payment Date notwithstanding the conversion, and the Make-Whole Amount will be adjusted to account for the payment of such interest paid on account of the days between conversion and such interest payment date.

If the Corporation shall fail, for any reason or for no reason within three trading days after the Corporation's receipt of the Debenture and a duly executed and complete conversion notice, to issue Common Shares to which a holder is entitled upon the holder's conversion of any conversion amount (a **Conversion Failure**), and if on or after such third trading day the holder (or any other person in respect, or on behalf, of the holder) purchases (in an open market transaction or otherwise) Common Shares to deliver in satisfaction of a sale by the holder of all or any portion of the number of Common Shares, or a sale of a number of Common Shares equal to all or any portion of the number of Common Shares, issuable upon such conversion that the holder so anticipated receiving from the Corporation, then, in addition to all other remedies available to the holder, the Corporation shall, within three business days after the holder's request and in the holder's discretion, either (i) pay cash to the holder in an amount equal to the holder's total purchase price (including brokerage commissions and other out-of-pocket expenses, if any) for the Common Shares so purchased (including, without limitation, by any other person in respect, or on behalf, of the holder) (the **Buy-In Price**), at which point the Corporation's obligation to so issue and deliver such number of Common Shares to which the holder is entitled upon the holder's conversion shall terminate, or (ii) promptly honor its obligation to so issue and deliver to the holder the number of Common Shares to which the holder is entitled upon the holder's conversion and pay cash to the holder in an amount equal to the excess (if any) of the Buy-In Price over the product of (A) such number of Common Shares multiplied by (B) the lowest closing sale price of the Common Shares on any trading day during the period commencing on the date of the applicable conversion notice and ending on the date of such issuance and payment therefor.

Holders will not be able to convert Debentures, nor will they be able to accept Common Shares issued in satisfaction of interest, on account of a Make-Whole Amount, make-whole tax amounts and Late Charges or upon mandatory conversion if, as a result of such conversion, exercise, or payment the holder or any of its affiliates will beneficially own greater than 9.99% of the outstanding Common Shares (the **Maximum Percentage**). For any reason at any time, upon the written request of the Corporation, a holder shall promptly confirm the number of Common Shares that it and its affiliates beneficially own at that time (including convertible securities). See Risk Factors Risks Related to the Offering The Corporation may make interest payments, Make-Whole Amounts, make-whole tax amounts and Late Charges on the Debentures in Common Shares and pay principal amounts due at maturity in Common Shares, however in certain circumstances the Corporation may not be able to issue Common Shares which may lead to a

default under the Debentures .

For a discussion of the tax treatment of a holder receiving Common Shares upon converting Debentures see Certain Canadian Federal Income Tax Considerations and Certain United States Federal Income Tax Considerations .

If the Corporation at any time on or after the Closing Date subdivides (by any stock split, stock dividend, recapitalization or otherwise) its outstanding Common Shares into a greater number of shares, the conversion price in effect immediately prior to such subdivision will be proportionately reduced. If the Corporation at any time on or after the Closing Date combines (by combination, reverse stock split or otherwise) its outstanding Common Shares into a smaller number of shares, the conversion price in effect immediately prior to such combination will be proportionately increased. Any such adjustment will become effective immediately after the effective date of such subdivision or combination. In addition, in the event that the Corporation (or any subsidiary) shall take any action to which the provisions of the Indenture are not strictly applicable, or, if applicable, would not operate to protect a holder of Debentures from dilution or if any similar event occurs (including, without limitation, the granting of stock appreciation rights, phantom stock rights or other rights with equity

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features), then the Corporation's board of directors will in good faith determine and implement an appropriate adjustment in the conversion price so as to protect the rights of the holders of Debentures.

***Optional Redemption***

If at any time after the date of the 18 month anniversary of the Closing Date (the **Company Optional Redemption Eligibility Date**), (i) the daily VWAP of the Common Shares is equal to or greater than \$[0.6944] per share (as adjusted for stock splits, stock combinations and the like occurring from and after the Closing Date) (the **Company Optional Redemption Trigger Price**) for a period of 10 consecutive trading days following the Company Optional Redemption Eligibility Date (the 10 consecutive trading days on which the condition discussed in (i) is satisfied are referred to herein as the **Company Optional Redemption Measuring Period**), and (ii) no Equity Conditions Failure will have occurred and is continuing (the **Optional Redemption Conditions**), then the Corporation will have the right to redeem all, but not less than all, of the Debentures (the **Company Optional Redemption**). The Company Optional Redemption will be at least 30 trading days but not more than 60 trading days following the date that the Corporation provides notice of Company Optional Redemption. The redemption price for the Debentures shall be determined as of the Company Optional Redemption Date and shall be an amount in cash equal to the sum of (i) all of the then-remaining amounts outstanding under the Debentures as of the date of the Company Optional Redemption, including any accrued and unpaid interest, plus (ii) the Make-Whole Amount as of the Company Optional Redemption Date. Any portion of Debentures converted by a holder after the date that notice is provided in respect of Company Optional Redemption shall reduce the principal amount of Debentures required to be redeemed on the date of Company Optional Redemption. If the Optional Redemption Conditions are not satisfied on any day during the period commencing on the date that notice of Company Optional Redemption is provided and ending on the trading day preceding the date of Company Optional Redemption (or the date of the Company Optional Redemption, as the case may be), then, in either case, the notice of Company Optional Redemption shall be null and void *ab initio* and the Company Optional Redemption contemplated by such notice will not occur.

***Mandatory Conversion***

If at any time after the 18 month anniversary of the date of issue (the **Mandatory Conversion Eligibility Date**), (i) the daily VWAP of the Common Shares is equal to or greater than \$0.6944 per share (as adjusted for stock splits, stock combinations and the like occurring from and after the Closing Date) (the **Trigger Price**) for a period of 10 consecutive trading days following the Mandatory Conversion Eligibility Date (the 10 consecutive trading days on which the condition in (i) is satisfied are referred to herein as the **Mandatory Conversion Measuring Period**); and (ii) no Equity Conditions Failure has occurred and is continuing (collectively the **Mandatory Conversion Condition**), then the Corporation shall have the right to require the holders to convert all, but not less than all, of the Debentures at the conversion rates set forth under Conversion Privilege (a **Mandatory Conversion**). The Mandatory Conversion shall be at least 30 trading days but not more than 60 trading days following the date that the Corporation provides notice of Mandatory Conversion. Any portion of Debentures converted by a holder after the date that notice is provided in respect of a Mandatory Conversion shall reduce the principal amount of Debentures required to be converted on the date of Mandatory Conversion. Notwithstanding anything set out above to the contrary, if the Mandatory Conversion Conditions is not satisfied on any day during the period commencing on the date that notice of Mandatory Conversion is provided and ending on the trading day preceding the date of Mandatory Conversion (or the date of the Mandatory Conversion, as the case may be), then, in either case, the notice of Mandatory Conversion will be null and void *ab initio* and the Mandatory Conversion contemplated by such notice will not occur.

***Payment at Maturity***

At maturity, the Corporation will be obligated to repay the indebtedness represented by the Debentures by paying to the Debenture Trustees in lawful money of Canada an amount equal to the aggregate principal amount of the outstanding Debentures which have matured, together with accrued and unpaid interest thereon.

If on the Maturity Date no Equity Conditions Failure has occurred, then the Corporation will have the right to require holders to convert all, but not less than all, of the Debentures, provided that such conversion will occur at the Maturity Date Mandatory Conversion Price (a **Maturity Date Mandatory Conversion** ). Subject to any applicable stock exchange approvals, the number of Common Shares to be issued will be determined as follows: dividing the principal amount of the Debentures outstanding on the Maturity Date by the **Maturity Date Mandatory Conversion Price** , being the lower of (i) the Conversion Price and (ii) the 10-day VWAP for the Common Shares on the TSX for the period ending on the second trading day prior to the Maturity Date. Any portion of Debentures converted by a holder after the date that notice is provided in respect of a Maturity Date Mandatory Conversion shall reduce the principal amount of Debentures required to be converted on the date of Maturity Date Mandatory Conversion. If an Equity Conditions Failure occurs on the Maturity Date

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(which Equity Conditions Failure has not been waived in writing by the holder), then the notice delivered to the Holder will be null and void *ab initio* and the Maturity Date Mandatory Conversion contemplated by such notice will not occur. If the Corporation elects to cause a Maturity Date Mandatory Conversion of a Debenture pursuant to this paragraph, then it must simultaneously take the same action with respect to all Debentures then outstanding.

### ***Rank and Subordination***

The Debentures will be direct, unsecured obligations of the Corporation and will rank equally with one another and the Series 1 Debentures. The payment of the principal and Make-Whole Amounts, if any, of, and interest and other amounts on, the Debentures, will be subordinated and postponed in right of payment as set forth in the Indenture, to the prior payment in full of all Senior Debt, as amended and/or replaced from time to time. **Senior Debt** of the Corporation will be defined in the Indenture to include all secured obligations, liabilities and indebtedness of the Corporation, including, but not limited to, (i) the Brookfield Debt, (ii) the Credit Facility; and (iii) financing leases entered into from time to time and obligations under cash management and hedging agreements with any of the Corporation's lenders. Senior Debt will not include any indebtedness that would otherwise be Senior Debt if it is expressly stated to be subordinate to or rank *pari passu* with the Debentures. The subordination of the Debentures to the Senior Debt will not restrict the Corporation's payments in Common Shares.

The Debenture Trustees and the Corporation will also be authorized (and obligated upon any request from certain holders of Senior Debt) under the Indenture to enter into subordination agreements on behalf of the holders of Debentures with any holder of Senior Debt, as amended or replaced from time to time.

Certain holders of the Debentures may also be required to enter into subordination and postponement agreements (the **Subordination Agreements**) to reflect the foregoing subordination.

### ***Fundamental Transactions***

Within 30 days following any Fundamental Transaction, the Corporation will be required to make an offer in writing to purchase in cash, in whole or in part, the Debentures then outstanding, at a price equal to 102% of the aggregate principal amount thereof plus accrued and unpaid interest earned thereon up to, but excluding, the date of acquisition, plus the applicable Make-Whole Amount (a **Debenture Offer** and the **Debenture Offer Price**).

The Indenture will contain notification and repurchase provisions requiring the Corporation to give written notice to the Debenture Trustees and holders of the occurrence of a Fundamental Transaction within 30 days of such event together with the Debenture Offer.

If 90% or more of the aggregate principal amount of the Debentures have been tendered to the Corporation pursuant to the Debenture Offer, the Corporation will have the right to redeem all of the remaining Debentures at the Debenture Offer Price.

### ***Share Interest Payment Option***

Subject to any applicable stock exchange approval, and no Equity Conditions Failure having occurred and being continuing, any accrued and unpaid interest on the Debentures may be paid in Common Shares, at the Corporation's option, at a price equal to the 5-day VWAP of the Common Shares on the TSX ending on the trading day prior to the applicable Interest Payment Date.

### ***Limit on Share Issuances***

There can be no assurance that a sufficient number of Common Shares will have been approved for listing on the TSX and NYSE MKT so as to permit, in all circumstances, (i) the Corporation to pay all interest, Late Charges, make-whole tax amounts and Make-Whole Amounts in Common Shares and (ii) to pay all principal amounts due on conversion or at maturity in Common Shares, and there can be no assurance that the TSX and NYSE MKT will approve for listing additional Common Shares. Further, there can be no assurance that the Corporation will be permitted under the terms of the Credit Facility or the Brookfield Debt (or any debt instrument that the Corporation enters into, including a debt instrument that replaces or amends the Credit Facility or the Brookfield Debt, as the case may be) to pay interest, Late Charges, make-whole tax amounts and Make-Whole Amounts on the Debentures in cash or to pay principal amounts due at maturity or redemption in cash. In the event (A) that an insufficient number of Common Shares are approved for listing by the TSX and NYSE MKT to permit the Corporation to (i) pay all interest, make-whole tax amounts, Make-Whole Amounts and other payments

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under the Indenture in Common Shares and (ii) to pay all principal amounts due on conversion or at maturity in Common Shares, (B) the TSX or NYSE MKT does not approve for listing additional Common Shares and (C) the terms of the Credit Facility or the Brookfield Debt (or any secured debt instrument that the Corporation enters into, including a debt instrument that amends or replaces the Credit Facility or the Brookfield Debt, as the case may be) do not permit the Corporation to pay interest, Late Charges, make-whole tax amounts, Make-Whole Amounts and other payments under the Indenture in cash, the Corporation may issue such number of Common Shares as have been approved for listing by the TSX MKT and NYSE MKT and thereafter may be unable to issue additional Common Shares and as a result may be in default under the terms of the Indenture and the Warrant Indenture. If that situation applies, the Corporation may need to *pro rate* or allocate Common Share issuances based on such factors as it considers reasonable at the time.

***Maximum Payments***

Nothing contained in the Debentures shall, or shall be deemed to, establish or require the payment of a rate of interest or other charges in excess of the maximum permitted by applicable law. In the event that the rate of interest required to be paid or other charges under the Debenture exceeds the maximum permitted by applicable law, any payments in excess of such maximum shall be credited against amounts owed by the Corporation to a holder of Debentures, and thus refunded to the Corporation. See Risk Factors Risks Related to the Offering Canadian usury laws may negatively impact the enforcement of payment of interest on the Debentures .

***Additional Amounts Payment Election***

Unless an Event of Default has occurred and is continuing, the Corporation may elect, from time to time, to satisfy its obligation to pay any tax make-whole amount on the Debentures, by delivering sufficient freely tradeable additional Common Shares to the holders as determined by dividing the tax make-whole amount by the Interest Conversion Price.

***Rights upon Issuance of Purchase Rights and Other Corporate Events***

Subject to TSX approval, if at any time the Corporation grants, issues or sells any options, convertible securities or rights to purchase stock, warrants, securities or other property pro rata to all or substantially all of the record holders of Common Shares (the **Purchase Rights** ), then, subject to TSX approval, a holder of Debentures, will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the holder could have acquired if the holder had held the number of Common Shares acquirable upon complete conversion of Debentures (without regard to any limitations on conversion hereof, including without limitation, the Maximum Percentage) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which such record holders of Common Shares are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, to the extent that the holder's right to participate in any such Purchase Right would result in the holder exceeding the Maximum Percentage, then the holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such Common Shares as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held, subject to TSX approval, in abeyance for the holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Maximum Percentage).

Prior to the consummation of each Fundamental Transaction pursuant to which holders of Common Shares are entitled to receive securities, cash, assets or other property with respect to or in exchange for Common Shares (a **Corporate Event** ), the Corporation and the successor entity (including its parent entity), subject to TSX approval, shall make appropriate provision to ensure that holders of the Debentures will thereafter have the right as a result of

such Corporate Event, to receive upon a conversion of Debentures at any time after the consummation of the applicable Fundamental Transaction, in lieu of the Common Shares (or other securities, cash, assets or other property (except such items still issuable as set out in the previous paragraph or the paragraph below, which shall continue to be receivable thereafter)) issuable upon the conversion of Debentures prior to such Fundamental Transaction, such shares of stock, securities, cash, assets or any other property whatsoever (including warrants or other purchase or subscription rights) which the holder would have been entitled to receive upon the happening of the applicable Fundamental Transaction had Debentures been converted immediately prior to the applicable Fundamental Transaction (without regard to any limitations on the conversion of Debentures). Subject to TSX approval, these provisions shall apply similarly and equally to successive Corporate Events and shall be applied as if the Debentures were fully convertible and without regard to any limitations on the conversion of the Debentures (provided that the holder shall continue to be entitled to the benefit of the Maximum Percentage).

If the Corporation shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to all or substantially all of the holders of Common Shares, by way of return of capital or otherwise (including, without limitation, any distribution of stock or other securities, property or options by way of a dividend, spin off,

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reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a **Distribution** ), at any time after the issuance of the Debentures, then, in each such case, and subject to TSX and any other required regulatory approvals, the holders of the Debentures shall be entitled to participate in such Distribution to the same extent that the holders would have participated therein if the holders had held the number of Common Shares acquirable upon complete conversion of the Debentures held by it (without regard to any limitations on conversion, including without limitation, the Maximum Percentage) immediately before the date on which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of Common Shares are to be determined for the participation in such Distribution (provided, however, to the extent that the holder's right to participate in any such Distributions would result in the holder exceeding the Maximum Percentage, then the holder shall not be entitled to participate in such Distribution to such extent (or the beneficial ownership of any such Common Shares as a result of such Distribution to such extent) and such Distribution to such extent will be held, subject to TSX approval, in abeyance for the benefit of the holder until such time, if ever, as its right thereto would not result in the holder exceeding the Maximum Percentage).

***Purchase for Cancellation***

The Corporation may, to the extent permitted by applicable law, the terms of the Corporation's Senior Debt and the terms of the Indenture, at any time purchase the Debentures in the open market or by tender at any price or by private contract. Any Debenture purchased by the Corporation will be surrendered to the Debenture Trustees for cancellation. Any Debentures surrendered to the Debenture Trustees may not be reissued or resold and will be cancelled promptly.

***Restriction on Redemption and Cash Dividends***

Until all of the Debentures have been converted, redeemed or otherwise satisfied in accordance with their terms, the Corporation shall not, and the Corporation shall cause each of its subsidiaries to not, directly or indirectly, redeem, repurchase or declare or pay any cash dividend or distribution on any of its, or their, capital stock, provided that nothing shall prohibit the Corporation from effecting repurchases of Common Shares on the TSX or the NYSE MKT so long as the aggregate number of Common Shares repurchased by the Corporation in any calendar year does not exceed a number of shares equal to 5% the number of Common Shares issued and outstanding (determined as of each date each repurchase occurs). Notwithstanding the prohibition of the previous sentence, nothing will restrict any direct or indirect wholly-owned subsidiary of the Corporation from paying dividends or distributions.

***Events of Default***

Notwithstanding the provisions in the Principal Indenture relating to **Events of Default** , the Indenture provides that an event of default ( **Event of Default** ) in respect of the Debentures will occur if any one or more of the following described events has occurred and is continuing with respect to the Debentures:

- (i) the suspension from trading or the failure of the Common Shares to be trading or listed (as applicable) on both the TSX and the NYSE MKT for a period of five consecutive days or for more than an aggregate of 10 days in any 365-day period on each respective exchange;
- (ii) the Corporation's (A) failure to cure a Conversion Failure or Delivery Failure (as such term is defined in the Warrant Indenture) by delivery of the required number of Common Shares within five trading days after the applicable conversion date or exercise date, as the case may be, or (B) notice, written or oral, to

any holder of the Debentures or Warrants, including, without limitation, by way of public announcement or through any of the Corporation's agents, at any time, of its intention not to comply, as required, with a request for conversion of any Debentures into Common Shares that is requested in accordance with the provisions of the Debentures, other than pursuant to and in respect of conversions prohibited or restricted by the Maximum Percentage, or request for exercise of any Warrants;

- (iii) the Corporation's failure to pay to the holder any amount of principal, interest, Late Charges (as defined below), Make-Whole Amount or other amounts when and as due under the Debentures (including, without limitation, the Corporation's failure to pay any redemption payments) except, in the case of Late Charges, where such failure remains uncured for a period of at least five days;
- (iv) the Corporation places any restrictive legend on any certificate in respect of Common Shares issued to any holder upon conversion or exercise (as the case may be) of any Debentures or Warrants and such failure remains uncured for at least five days;

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- (v) the acceleration of any Indebtedness of the Corporation or any of its subsidiaries, other than with respect to the Debentures;
- (vi) bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings for the relief of debtors shall be instituted by or against the Corporation or any significant subsidiary and, if instituted against the Corporation or any significant subsidiary by a third party, shall not be dismissed within 30 days of their initiation;
- (vii) the commencement by the Corporation or any significant subsidiary of a voluntary case or proceeding under any applicable federal, state or foreign bankruptcy, insolvency, reorganization or other similar law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, or the consent by it to the entry of a decree, order, judgment or other similar document in respect of the Corporation or any significant subsidiary in an involuntary case or proceeding under any applicable federal, state or foreign bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under any applicable federal, state or foreign law, or the consent by it to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Corporation or any significant subsidiary or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the execution of a composition of debts, or the occurrence of any other similar federal, state or foreign proceeding, or the admission by it in writing of its inability to pay its debts generally as they become due, the taking of corporate action by the Corporation or any significant subsidiary in furtherance of any such action or the taking of any action by any person to commence a Uniform Commercial Code foreclosure sale or any other similar action under federal, state or foreign law;
- (viii) the entry by a court of (A) a decree, order, judgment or other similar document in respect of the Corporation or any significant subsidiary of a voluntary or involuntary case or proceeding under any applicable federal, state or foreign bankruptcy, insolvency, reorganization or other similar law or (B) a decree, order, judgment or other similar document adjudging the Corporation or any significant subsidiary as bankrupt or insolvent, or approving as properly filed a petition seeking liquidation, reorganization, arrangement, adjustment or composition of or in respect of the Corporation or any significant subsidiary under any applicable federal, state or foreign law or (C) a decree, order, judgment or other similar document appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Corporation or any significant subsidiary or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree, order, judgment or other similar document or any such other decree, order, judgment or other similar document unstayed and in effect for a period of 30 consecutive days;
- (ix) other than as specifically set forth above or below, the Corporation breaches any covenant, representation, warranty or other term or condition of the Warrants or the Series 1 Securities, except, in the case of a breach of a covenant or other term or condition that is curable, only if such breach remains uncured for a period of five days;

- (x) any breach or failure in any respect by the Corporation or any subsidiary to comply with certain covenants under the Indenture;
- (xi) any breach or failure of the covenant described in Details of the Offering Restriction on Redemption and Cash Dividends ;
- (xii) a false or inaccurate certification (including a false or inaccurate deemed certification) by the Corporation that the Equity Conditions are satisfied, that there has been no Equity Conditions Failure or as to whether any Event of Default has occurred; or
- (xiii) any Event of Default occurs with respect to any of the Series 1 Debentures.

***Late Charges***

Any amount of principal or other amounts due under the Debentures which is not paid when due shall result in a late charge being incurred and payable by the Corporation in an amount equal to interest on such amount at the rate of 18% per annum from the date such amount was due until the same is paid in full ( **Late Charge** ). In addition, from and after the

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occurrence and during the continuance of such failure to pay the amounts due under the Debentures when due, the interest rate applicable to the Debentures will automatically be increased to 12%. See [Redemption upon Event of Default](#) .

### ***Redemption upon Event of Default***

Upon the occurrence of an Event of Default, the Corporation will within one business day deliver written notice thereof to the Debenture Trustees. At any time after the earlier of the Debenture Trustees' receipt of such notice and any holder becoming aware of an Event of Default, the holder may require the Corporation to redeem (regardless of whether such Event of Default has been cured) all or any portion of its Debentures by delivering written notice thereof (the **Event of Default Redemption Notice** ) to the Corporation, which Event of Default Redemption Notice will indicate the portion of the Debentures that the holder is electing to redeem. Each portion of the Debentures subject to redemption by the Corporation will be redeemed at a price equal to the greater of (i) the conversion amount to be redeemed, plus all accrued and unpaid interest thereon plus the Make-Whole Amount related to such conversion amount and (ii) the sum of (A) the product of (x) the conversion rate with respect to the conversion amount in effect at such time as the holder delivers the applicable Event of Default Redemption Notice multiplied by (y) the product of (1) a redemption premium equal to between 100% and 110% (as determined in accordance with the Indenture) multiplied by (2) the greatest closing sale price of the Common Shares on any trading day during the period commencing on the date immediately preceding such Event of Default and ending on the date the Corporation makes the entire payment required to be made plus (B) all accrued and unpaid interest on such conversion amount plus the Make-Whole Amount related to such conversion amount (the **Event of Default Redemption Price** ). Until the applicable Event of Default redemption price (together with any Late Charges thereon) is paid in full, the conversion amount submitted for redemption (together with any Late Charges thereon) may be converted, in whole or in part, by the holder into Common Shares pursuant to the terms of the Indenture.

From and after the occurrence and during the continuance of any Event of Default, the interest rate applicable to the Debentures will automatically be increased to 12%. In the event that such Event of Default is subsequently cured, such increase will cease to be effective as of the date of such cure, provided that the interest as calculated and unpaid at such increased rate during the continuance of such Event of Default will continue to apply to the extent relating to the days after the occurrence of such Event of Default through and including the date of such cure of such Event of Default.

### ***Amendment and Waiver***

The provisions of the Debentures may be amended only with the written consent of the Corporation and holders of 66-2/3% of the principal amount of the then-outstanding Debentures, except as set forth in the Indenture, any amendment shall be binding upon the holders of Debentures and the Corporation. No waiver shall be effective unless it is in writing, provided that holders of 66-2/3% of the principal amount of the then-outstanding Debentures may waive any provision of the Debentures, and any waiver shall be binding on all of holders of the Debentures, except as set forth in the Indenture. Alternatively, an amendment or waiver of the provisions of the Debentures may be obtained at a meeting of holders of the Debentures called in accordance with the requirements of the CBCA and the Corporation's articles and bylaws, *mutatis mutandis*, in respect of meetings of holders of Common Shares evidenced by a resolution passed by not less than 66-2/3% of the votes cast by the holders of 66-2/3% of the principal amount of the then-outstanding Debentures who voted in respect of that resolution; however a quorum for such meeting of holders of Debentures will be the presence of holders of not less than 25% of the principal amount then-outstanding Debentures. Any waiver must be in writing or evidenced by a resolution from a meeting of holders of the Debentures. Notwithstanding the foregoing, the Maximum Percentage requirement of the Debentures may only be amended by the Corporation with the consent of holders of a majority of the Common Shares.

The base prospectus describes how the Corporation may make certain modifications to the Indenture without the consent of the holders. In addition to those modifications, for the purposes of the Debentures, the Corporation may modify the Indenture without the consent of the holders to conform the text of the Indenture to any provision of this Details of the Offering section.

***Discharge of the Indenture***

The Corporation may satisfy and discharge the its obligations under the Indenture in certain circumstances, including by delivering to the Debenture Trustees for cancellation all outstanding Debentures or by depositing with the Debenture Trustees, or the paying agent, if applicable, after all of the Debentures have become due and payable, whether at stated maturity or any redemption date, or any purchase date, or upon conversion or otherwise, cash or Common Shares (as applicable under the terms of the Indenture) sufficient to pay the principal of all of the outstanding Debentures and the premium, if any, thereon, and any interest thereon and paying all other sums payable under the Indenture.

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***Limitation on Suits***

No holder of Debentures will have any right to institute any proceeding, judicial or otherwise, with respect to the Indenture or for the appointment of a receiver or a trustee, or for any other remedy, unless:

the holder has previously given written notice to the Debenture Trustees of a continuing Event of Default with respect to the Debentures affected by such Event of Default;

holders of not less than 25% in principal amount of the Debentures shall have made written request to the Debenture Trustees to institute proceedings in respect of such Event of Default in their own names as Debenture Trustees;

such holder has offered to the Debenture Trustees reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request;

the Debenture Trustees for 60 days after their receipt of such notice, request and offer of indemnity have failed to institute any such proceeding; and

no direction inconsistent with such written request has been given to the Debenture Trustees during such 60 day period by the holder of such Debentures;

it being understood and intended that no one or more of such holders shall have any right in any manner whatever by virtue of, or by availing of, any provision of the Indenture to affect, disturb or prejudice the rights of any other holders of Debentures of the same series, in the case of any Event of Default described in the Indenture, or to obtain or seek to obtain priority or preference over any other of such holders or to enforce any right under the Indenture, except in the manner provided in the Indenture and for the equal and rateable benefit of all holders of Debentures in the case of any Event of Default.

***Calculations in Respect of Debentures***

The Corporation is responsible for making all calculations called for under the Debentures. These calculations include, but are not limited to, determination of the amount of Common Shares to be issued in satisfaction of the Debentures. The Corporation will make all these calculations in good faith. The Corporation will provide a schedule of the Corporation's calculations to the Debenture Trustees, and the Debenture Trustees are entitled to conclusively rely upon the accuracy of the Corporation's calculations without independent verification. In the case of any dispute relating to calculations under the Debentures, the Corporation or at least holders of 66-2/3% of the principal amount of the then-outstanding Debentures acting as a group (the **Disputing Debentureholders**) shall submit the dispute to the Debenture Trustees in accordance with the terms of the Indenture. If the Disputing Debentureholders and the Corporation are unable to resolve such dispute in a timely manner then the Disputing Debentureholders and the Corporation shall select an independent, reputable investment bank or accounting firm, as applicable, to resolve such dispute. The Corporation and the Disputing Debentureholders shall cause such investment bank or accounting firm, as applicable, to determine the resolution of such dispute and notify the Corporation and the Disputing Debentureholders of such resolution. The fees and expenses of such investment bank or accounting firm shall be borne solely by the

Corporation, and such investment bank s or accounting firm s, as applicable, resolution of such dispute shall be final and binding upon all parties, including all holders, absent manifest error.

***No Personal Liability of Directors, Officers, Employees, Incorporators and Shareholders***

No director, officer, employee, incorporator or shareholder of the Corporation, as such, shall have any liability for any of the obligations of the Corporation under the Debentures or the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder of Debentures by accepting a Debenture waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Debentures.

***Governing Law***

The Indenture and the Debentures will be governed by and construed in accordance with the laws of the state of New York.

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**Table of Contents*****Registration and Transfer***

Other than in the case of book-entry securities, Debentures may be presented for registration of transfer (with the form of transfer endorsed thereon duly executed) in the city specified for such purpose at the office of the registrar or transfer agent designated by the Corporation for such purpose with respect to the Debentures. No service charge will be made for any transfer, conversion or exchange of the Debentures but the Corporation may require payment of a sum to cover any transfer tax or other governmental charge payable in connection therewith. Such transfer, conversion or exchange will be effected upon such registrar or transfer agent being satisfied with the documents of title and the identity of the person making the request. The transfer agent and registrar for the Debentures in Canada is Computershare Trust Company of Canada at its principal offices in Toronto, Ontario. The co-transfer agent and registrar for the Debentures in the United States is Computershare Trust Company, N.A. at its office in Golden, Colorado. The Corporation may at any time rescind the designation of the above-mentioned transfer agent and registrar and appoint another in its place or approve any change in the location through which such registrar or transfer agent acts.

In the case of book-entry securities, the Debentures will be represented by one or more global certificates and may be held by CDS for its participants. Any such Debentures must be purchased or transferred through such participants, which includes securities brokers and dealers, banks and trust companies. CDS will establish and maintain book-entry accounts for its participants acting on behalf of holders of the Debentures. The interests of such holders of Debentures will be represented by entries in the records maintained by the participants. Holders of Debentures issued in book-entry form will not be entitled to receive a certificate or other instrument evidencing their ownership thereof, except in limited circumstances. Each holder will receive a customer confirmation of purchase from the participants from which the Debentures are purchased in accordance with the practices and procedures of that participant. As long as CDS or its nominee is the registered owner of the global certificates, CDS or its nominee, as the case may be, will be considered the sole owner and holder of the global certificates and all Debentures represented by these certificates for all purposes under the Indenture.

***Payment of Interest and Principal***

Interest payments on Debentures registered in the name of CDS or its nominee will be made by electronic funds transfer or other means acceptable to the Debenture Trustees. The Corporation understands that CDS or its nominee, upon receipt of any payment of interest or principal in respect of the Debentures, will credit participants' accounts, on the date interest or principal is payable, with payments in amounts proportionate to their respective beneficial interest in the principal amount of such Debentures as shown on the records of CDS or its nominee. The Corporation also understands that payments of interest and principal by participants to the owners of beneficial interests in such Debentures held through such participants will be governed by standing instructions and customary practices and will be the responsibility of such participants. The Corporation's responsibility and liability in respect of payments on Debentures registered in the name of CDS or its nominee is limited solely and exclusively to making payment of any interest and principal due on such Debentures to CDS or its nominee.

***Description of Warrants***

The Warrants will be issued in registered form under, and will be governed by, an indenture to be dated as of the date of closing of this offering (the *Warrant Indenture*) between the Corporation and Computershare Trust Company of Canada as warrant agent (the *Warrant Agent*). The following is a summary of the material attributes and characteristics of the Warrant Indenture (as defined below) and is subject to, and qualified by reference to, the terms of the Warrant Indenture.

*Issue of the Warrants*

Each Warrant will allow the holder of the Warrant to purchase one Common Share for the Warrant Exercise Price. The Corporation does not currently intend to list the Warrants on the TSX, NYSE MKT, or any other national securities exchange or other nationally recognized trading system.

*Exercise of the Warrants*

The Warrants may be exercised on any day on or after the Closing Date, and ending on the date that is the second anniversary of the Closing Date ( **Warrant Expiration Date** ). The Warrants will be exercisable, at the option of each holder, in whole or in part, by presentation of a duly executed exercise notice and payment to the Corporation of an amount equal to the Warrant Exercise Price multiplied by the number of Warrant Shares as to which the Warrant was so exercised. A Warrant holder will not be able to exercise any Warrants if, as a result of such exercise, the holder (together with its affiliates) would beneficially own in excess of 9.99% of the number of Common Shares outstanding immediately after giving effect to the exercise, as such percentage ownership is determined in accordance with the terms of the Warrant Indenture. For

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any reason at any time, upon the written request of the Corporation, a holder shall promptly confirm the number of Common Shares that it and its affiliates beneficially own at that time (including convertible securities).

The number of Warrant Shares issuable upon the exercise of the Warrants and/or the Warrant Exercise Price may be adjusted upon the occurrence of certain events, including where the Corporation:

issues, declares a dividend (other than dividends paid in the normal course) or makes a distribution on its Common Shares in each case payable in Common Shares (or securities exchangeable for or convertible into Common Shares) at no additional cost to all or substantially all of the holders of Common Shares (for greater certainty, other than dividends paid in the normal course in respect of which holders may elect to receive Common Shares);

subdivides, redivides or changes its outstanding Common Shares into a greater number of Common Shares;  
or

reduces, combines or consolidates its outstanding Common Shares into a lesser number of Common Shares. (any of the foregoing events a **Share Reorganization** ). Effective immediately after the record date or effective date, as the case may be, at which the holders of Common Shares are determined for the purposes of the Share Reorganization, the Warrant Exercise Price would be adjusted to a price determined by multiplying the applicable Warrant Exercise Price in effect on such effective date or record date by a fraction, the numerator of which would be the number of Common Shares outstanding on such effective date or record date before giving effect to such Share Reorganization and the denominator of which would be the number of Common Shares outstanding immediately after giving effect to such Share Reorganization (including, in the case where securities exchangeable for or convertible into Common Shares are distributed, the number of additional Common Shares that would have been outstanding had such securities been exchanged for or converted into Common Shares immediately after giving effect to such Share Reorganization).

The Warrants will not have the full-ratchet anti-dilution provisions as described in the Corporation's management information circular dated March 3, 2014.

***Cashless Exercise***

If the Corporation's registration statement ceases to be effective, or if its use is suspended, prior to the time of expiry of the Warrants and for so long as the registration statement is not effective, provided that (i) the Cashless Exercise Price (as defined below) is greater than the Warrant Exercise Price and (ii) the Common Shares issuable upon exercise of the Warrants are not registered under the U.S. Securities Act at the time of exercise subject to applicable legislation, any holder of any Warrant may, in its sole discretion, exercise Warrants in whole or in part on a cashless basis. In lieu of making the cash payment of the aggregate Warrant Exercise Price, the Warrant holder may elect instead to receive upon such exercise the Net Number of Common Shares determined according to the following formula (a **Cashless Exercise** ):

$$X = \frac{Y(A-B)}{A}$$

A

Where (i) X = the number of Common Shares to be issued to the Warrant holder; (ii) Y = the number of Common Shares to be issued upon exercise of the Warrant; (iii) A = the closing price per Common Share on the TSX on the trading day immediately prior to the date on which Warrants are exercised on a cashless basis (the **Cashless Exercise Price** ); and (iv) B = the then applicable Warrant Exercise Price.

***Warrant Rights***

If at any time the Corporation fixes a record date for the issuing of rights, options or warrants to all or substantially all of the holders of the Common Shares entitling them for a period expiring not more than 45 days after such record date (the **Rights Period** ) to subscribe for or purchase Common Shares (or securities convertible into or exchangeable for Common Shares) at a price per share (or having a conversion or exchange price per share) which is less than 95% of the current market price per Common Share on the record date for such issue (any of such events being called a **Rights Offering** ), then effective immediately after the end of the Rights Period, the Warrant Exercise Price would be adjusted to a price determined by multiplying the Warrant Exercise Price in effect at the end of the Rights Period by a fraction where (i) the numerator would be the sum of (A) the number of Common Shares outstanding as of the record date for the Rights Offering and (B) the number determined by dividing (1) either the product of (w) the number of Common Shares issued during the Rights Period upon exercise of the rights, warrants or options under the Rights Offering and (x) the price at which such Common Shares are

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issued, or, as the case may be, the product of (y) the number of Common Shares for or into which the convertible or exchangeable securities issued during the Rights Period upon exercise of the rights, warrants or options under the Rights Offering are exchangeable or convertible and (z) the exchange or conversion price of the convertible or exchangeable securities so issued, by (2) the current market price per Common Share as of the record date for the Rights Offering, and (ii) the denominator of which shall be the number of Common Shares outstanding (including the number of Common Shares actually issued or subscribed for during the Rights Period upon exercise of the rights, warrants or options under the Rights Offering) or which would be outstanding upon the conversion or exchange of all convertible or exchangeable securities issued during the Rights Period upon exercise of the rights, warrants or options under the Rights Offering, as applicable, in each case after giving effect to the Rights Offering.

If the Corporation fixes a record date for the payment, issue or distribution to all or substantially all of the holders of the Common Shares of (i) a dividend, (ii) cash or assets (including evidences of the Corporation's indebtedness), or (iii) rights, options, warrants or other securities (including securities convertible into or exchangeable for Common Shares), and such payment, issue or distribution does not constitute a Share Reorganization or a Rights Offering (a **Special Distribution**), then the Warrant Exercise Price would be adjusted effective immediately after such record date to a price determined by multiplying the Warrant Exercise Price in effect on such record date by a fraction where (i) the numerator would be (A) the aggregate value of all Common Shares outstanding on such record date at the current market price per Common Share on such record date less (B) the fair market value, as determined in good faith by the action of the directors (whose determination shall be conclusive), to the holders of the Common Shares, of such cash, assets, rights, options, warrants or securities so paid, issued or distributed less the fair market value, as determined in good faith by the action of the directors (whose determination shall be conclusive), to the holders of the Common Shares, of the consideration received therefor by the Corporation, and (ii) the denominator would be the aggregate value of all Common Shares outstanding on such record date at the current market price per Common Share on such record date.

The Warrant Indenture also provides for adjustments in other circumstances, including, but not limited to (i) an issuer bid or a tender or exchange offer (other than an odd lot offer or a normal course issuer bid) made by the Corporation or a subsidiary of the Corporation to all or substantially all of the shareholders for all or any portion of the Common Shares where the cash and the value of any other consideration included in such payment per Common Share exceeds the current market price per Common Share on the trading day immediately preceding the commencement of the issuer bid or tender or exchange offer, any such issuer bid or tender or exchange offer being a **Issuer Bid** under the Warrant Indenture; and (ii) a reorganization, reclassification or other change or exchange of Common Shares outstanding at such time or change of the Common Shares into other shares or into other securities or property (other than a Share Reorganization, a Rights Offering or a Special Distribution), or a consolidation, amalgamation, arrangement or merger of the Corporation with or into any other corporation or other entity (subject to certain exceptions), any of such events being **Capital Reorganization** under the Warrant Indenture.

***Expiration of Warrants***

Subject to the terms and conditions of the Warrant Indenture, the Warrants will expire two years from the Closing Date. Under certain circumstances as set out in the Warrant Indenture, if the 10-day VWAP of the Common Shares on the TSX is equal to or greater than \$0.8679, as adjusted for stock splits, stock combinations and the like, the Corporation shall have the right, at its option, exercisable in accordance with the terms and subject to the conditions of the Warrant Indenture, to accelerate the expiry date of the Warrants.

***Amendment and Waiver***

The Warrant holders at a meeting will have the power, exercisable from time to time by Extraordinary Resolution (as defined below):

to agree to any modification, abrogation, alteration, compromise or arrangement of the rights of Warrant holders or the Warrant Agent in its capacity as trustee or on behalf of the Warrant holders against the Corporation, whether such rights arise under the Warrant Indenture or the Warrant certificates or otherwise;

to amend, alter or repeal any Extraordinary Resolution previously passed or sanctioned by the Warrant holders;

to direct or to authorize the Warrant Agent to enforce any of the covenants on the part of the Corporation contained in the Warrant Indenture or the Warrant certificates, force any of the rights of the Warrant holders in any manner specified in such Extraordinary Resolution or to refrain from enforcing any such covenant or right;

to waive, and to direct the Warrant Agent to waive, any default on the part of the Corporation in complying with any provisions of the Warrant Indenture or Warrant certificates either unconditionally or upon any conditions specified in such Extraordinary Resolution;

to restrain any Warrant holder from taking or instituting any suit, action or proceeding against the Corporation for the enforcement of any of the covenants on the part of the Corporation in the Warrant Indenture or the Warrant certificates or to enforce any of the rights of the Warrant holders;

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to direct any Warrant holder who, as such, has brought any suit, action or proceeding to stay or to discontinue or otherwise to deal with the same upon payment of the costs, charges and expenses reasonably and properly incurred by such Warrant holder in connection therewith;

to assent to any change in or omission from the provisions contained in the Warrant Indenture or any ancillary or supplemental instrument which may be agreed to by the Corporation, and to authorize the Warrant Agent to concur in and execute any ancillary or supplemental indenture embodying the change or omission; and

with the consent of the Corporation (which consent shall not be unreasonably withheld), to remove the Warrant Agent or its successor in office and to appoint a new trustee or trustees to take the place of the Warrant Agent so removed.

**Extraordinary Resolution** in the Warrant Indenture means a resolution proposed at a meeting of Warrant holders duly convened for that purpose and held in accordance with the provisions the Warrant Indenture at which there are present in person or by proxy Warrant holders entitled to acquire at least 25% of the aggregate number of Common Shares which may be acquired pursuant to all the then outstanding Warrants and passed by the affirmative votes of not less than 66  $\frac{2}{3}$ % of the votes cast upon such resolution.

***Governing Law***

The Warrant Indenture shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**DESCRIPTION OF COMMON SHARES**

The authorized share capital of the Corporation consists of an unlimited number of Common Shares. As of April 7, 2014, there were 273,992,149 Common Shares issued and outstanding.

Each Common Share entitles the holder thereof to one vote at all meetings of shareholders other than meetings at which only the holders of another class or series of shares are entitled to vote. Each Common Share entitles the holder thereof to receive any dividends declared by the board of directors and the remaining property of the Corporation upon dissolution.

There are no pre-emptive or conversion rights that attach to the Common Shares. All Common Shares now outstanding and to be outstanding are, or will be when issued, fully paid and non-assessable, which means the holders of such Common Shares will have paid the purchase price in full and the Corporation cannot ask them to pay additional funds.

The Corporation's by-laws provide for certain rights of its shareholders in accordance with the provisions of the CBCA. Such by-laws may be amended either by a majority vote of the shareholders or by a majority vote of the board of directors. Any amendment of the by-laws by action of the board of directors must be submitted to the next meeting of the shareholders whereupon the by-law amendment must be confirmed as amended by a majority vote of the shareholders voting on such matter. If the by-law amendment is rejected by the shareholders, the by-law ceases to be effective and no subsequent resolution of the board of directors to amend a by-law having substantially the same purpose or effect shall be effective until it is confirmed or confirmed as amended by the shareholders.

Shareholders do not have cumulative voting rights for the election of directors. Therefore, the holders of more than 50% of the Common Shares voting for the election of directors could, if they choose to do so, elect all of the directors and, in such event, the holders of the remaining Common Shares would not be able to elect any directors.

On March 22, 2011, the Corporation's board of directors authorized the issuance of one Common Share purchase right (a **Right**) in respect of each outstanding Common Share. The description and terms of the Rights are set forth in the Shareholder Rights Plan Agreement, dated as of March 22, 2011, between the Corporation and Computershare Investor Services Inc., as rights agent.

**Table of Contents****PRICE RANGE AND TRADING VOLUME**

The Common Shares are listed for trading on the NYSE MKT and the TSX under the trading symbols PAL and PDL , respectively. The following table sets out the reported high and low prices and trading volume of the Common Shares on the NYSE MKT and the TSX (as reported by Quotemedia) for the periods indicated:

	NYSE MKT			TSX		
	High (US\$)	Low (US\$)	Volume	High (\$)	Low (\$)	Volume
<b>2014</b>						
April (1 to 7)	0.50	0.38	21,029,863	0.55	0.42	5,557,787
March	0.61	0.39	186,826,022	0.67	0.44	24,357,782
February	0.44	0.31	117,314,207	0.49	0.34	30,957,789
January	0.96	0.38	103,441,248	1.03	0.44	22,795,134
<b>2013</b>						
December	0.82	0.37	72,737,415	0.86	0.40	5,393,972
November	0.89	0.44	48,237,880	0.93	0.45	5,435,370
October	1.00	0.88	17,872,153	1.03	0.89	1,928,235
September	1.05					