

**Consent Solicitation Statement**  
**GRAN COLOMBIA GOLD CORP.**

Solicitation of Consent to Amend the Indenture Relating to the  
Senior Secured Convertible Debentures due 2020 (the “**2020 Debentures**”) and the Senior  
Secured Convertible Debentures due 2020 (as extended to 2024) (the “**2024 Debentures**”, and,  
together with the 2020 Debentures, the “**Debentures**”)  
CUSIP Nos. 38501DAJ4 and 38501DAK1  
ISIN Nos. CA 38501DAJ42 and CA 38501DAK15

March 29, 2018

**The Solicitation (as defined below) will expire at, and the deadline for providing Consent (as defined below) will be, 4:00 p.m. (Toronto time) on April 19, 2018, unless extended in the sole discretion of the Company (such time and date, as they may be extended, the “Solicitation Expiration Time”). Consent is being solicited in order to approve the Proposed Indenture Amendment (as defined below), as described in greater detail below.**

Gran Colombia Gold Corp. (the “**Company**”) hereby solicits from Holders (as defined below) (the “**Solicitation**”) consent (“**Consent**”) to a proposed amendment (as described under “*Proposed Indenture Amendment*”) (the “**Proposed Indenture Amendment**”) to the amended and restated indenture between, among others, the Company and TSX Trust Company, as trustee (as successor to Equity Financial Trust Company) (the “**Trustee**”), dated as of October 30, 2012, as amended and restated as of January 20, 2016, and as supplemented by a supplemental indenture dated as of May 12, 2017 (collectively, the “**Indenture**”), pursuant to which the Debentures were issued, subject to the terms and conditions set forth in this Consent Solicitation Statement (the “**Solicitation Statement**”) and in the accompanying Consent Form (the “**Consent Form**”).

Only Holders are eligible to Consent to the Proposed Indenture Amendment, which will remove the requirement under the Indenture on the Company to give advanced notice of any optional redemption (which notice is currently required to be provided at least 30 and not more than 60 days in advance of any optional redemption date), subject to any advanced notice requirements of the Toronto Stock Exchange (the “**TSX**”). Removing the notice requirement will facilitate the Company’s intention to redeem the Debentures as promptly as possible after closing of the Offering (as defined below) and any advanced notice requirement of the TSX. As used herein, the term “**Holder**” means each person that is shown on the records of the Trustee for the Debentures as a registered holder of the Debentures, other than any Affiliates of the Company (as such term is defined in the Indenture), as of 4:00 p.m. (Toronto time) on March 29, 2018 (the “**Consent Record Date**”). As at the date hereof, a nominee of CDS Clearing and Depository Services Inc. (“**CDS**”) is the registered Holder of the majority of the outstanding Debentures. If you hold a beneficial interest in Debentures registered to CDS (referred to herein as a “**Beneficial Holder**”) you should promptly contact your Intermediary (as defined below) and obtain and follow your Intermediaries’ instructions with respect to providing Consent. See “*Procedures for Delivering Consent*”.

Pursuant to the Indenture, the Proposed Indenture Amendment must be consented to by the Holders of a majority in principal amount of the Debentures outstanding voting as a single class (the “**Requisite Consent**”). As of the date of this Solicitation Statement, US\$91,353,893 aggregate principal amount of Debentures are outstanding, being approximately US\$48 million and US\$43.3 million of 2020 Debentures and 2024 Debentures, respectively. Such outstanding amount is subject to change to the extent any Holders elect to convert their Debentures prior to the Solicitation Expiration Time into common shares in the capital of the Company in accordance with the terms of the Indenture.

See “*Proposed Indenture Amendment*” for a description of the Proposed Indenture Amendment.

*The Tabulation Agent for the Solicitation and the Depository for Consent is:*

**TSX Trust Company**

*The Information Agent for the Solicitation is:*

**Kingsdale Advisors**

If you have any questions regarding the terms of the Solicitation or requests for assistance relating to the procedures for delivering your Consent Form, please contact Kingsdale Advisors (the "**Information Agent**") by phone at 1-866-228-8818 or email [contactus@kingsdaleadvisors.com](mailto:contactus@kingsdaleadvisors.com).

As soon as practicable following the Solicitation Expiration Time, provided the Requisite Consent has been received and the General Conditions (as defined below) have been satisfied or waived, the Company and the Trustee will execute a supplemental indenture to the Indenture (the "**Amending Agreement**") containing and implementing the Proposed Indenture Amendment. The Company, in its sole discretion, may waive any of the General Conditions in whole or in part, at any time or from time to time, prior to the effective date of the Amending Agreement. See "*Conditions to the Solicitation*". If the Solicitation is terminated or withdrawn for any reason, or the Requisite Consent has not been received, the Proposed Indenture Amendment will not become effective.

If the Requisite Consent is received and accepted and the Amending Agreement is executed, the Proposed Indenture Amendment will be binding on all Holders (including, for certainty, those that did not provide Consent).

### **IMPORTANT INFORMATION**

**This Solicitation Statement and the Consent Form contain important information that should be read before any decision is made with respect to the Solicitation.**

This Solicitation Statement has not been filed with or reviewed by any Canadian provincial or territorial securities commission or similar regulatory authority of any other jurisdiction, nor has any such commission or authority passed upon the accuracy or adequacy of this Solicitation Statement. Any representation to the contrary is unlawful and may be a criminal offense.

None of the Company, the board of directors of the Company (the "**Board**"), TSX Trust Company ("**TSX Trust**") or the Information Agent makes any recommendation as to whether or not Holders should deliver their Consent in response to this Solicitation. Each Holder must make his, her or its own decision as to whether to deliver a Consent and should consult his, her or its financial and other advisors in connection with such decision.

Holders who wish to Consent must deliver their properly completed and executed Consent Form to TSX Trust prior to the Solicitation Expiration Time using the contact details on the back cover of this Solicitation Statement in accordance with the instructions set forth herein and in the Consent Form. See "*Procedures for Delivering Consent*". **Beneficial Holders should not deliver a Consent Form but instead must follow the procedures of their Intermediary.** See "*Procedures for Delivering Consent – Consent Procedures for Beneficial Holders*".

A Consent delivered by a Holder may be revoked by such Holder by written notice delivered to TSX Trust before the Solicitation Expiration Time. For further details regarding the revocation of Consent, please see "*Procedures for Delivering Consent – Revocation of Consent*".

Any questions regarding the terms of the Solicitation and requests for assistance relating to the procedures for delivering Consent may be directed to the Information Agent using the contact details on the back cover of this Solicitation Statement. Beneficial Holders should also contact their Intermediary with questions regarding the terms of the Solicitation and for requests for assistance relating to the procedures for delivering Consent.

This Solicitation Statement and the Consent Forms are being delivered to Holders as of the Consent Record Date. Copies of this Solicitation Statement and the Consent Form may also be obtained without charge on request to the Information Agent and are available on the Company's profile on the System for Electronic Document Analysis and Retrieval ("**SEDAR**"), which can be accessed at [www.sedar.com](http://www.sedar.com).

**Assuming the Offering is completed on the anticipated closing date of April 30, 2018, in accordance with the terms of the Indenture all Holders and Beneficial Holders desiring to convert all or any part of their Debentures into common shares in the capital of the Company will be required to deliver such Debentures along with the related Conversion Notice (as defined in the Indenture) to the Trustee (in accordance with the procedures set forth in the Indenture) by no later than April 19, 2018.**

**This Solicitation Statement does not constitute a solicitation of Consent in any jurisdiction in which, or from any person from whom, it is unlawful to make such solicitation under applicable laws.**

**No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Solicitation Statement or the Consent Form and, if given or made, such information or representation may not be relied upon as having been authorized by the Company, the Board, TSX Trust or the Information Agent.**

**Unless otherwise stated, information contained in this Solicitation Statement is given as of March 29, 2018.**

## Table of Contents

WHERE HOLDERS CAN FIND MORE INFORMATION .....	1
CURRENCY .....	1
CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION .....	1
SUMMARY .....	2
TERMS OF THE SOLICITATION .....	4
PURPOSE OF THE SOLICITATION .....	4
PROPOSED INDENTURE AMENDMENT .....	4
CONSENT RECORD DATE .....	5
PROCEDURES FOR DELIVERING CONSENT .....	5
CONDITIONS TO THE SOLICITATION .....	6
EXPIRATION; EXTENSION; AMENDMENT; TERMINATION .....	7
MATERIAL TAX CONSIDERATIONS .....	8
TABULATION AGENT, DEPOSITARY AND INFORMATION AGENT .....	9
FEES AND EXPENSES .....	10
MISCELLANEOUS .....	10

## **WHERE HOLDERS CAN FIND MORE INFORMATION**

The Company files annual and quarterly financial information and the related management's discussion and analysis, material change reports and other material and disclosure documents with the securities commissions or similar regulatory authorities in each of the provinces of Canada (other than Québec). You may read and download these documents and materials on the Company's SEDAR profile, which can be accessed at [www.sedar.com](http://www.sedar.com).

## **CURRENCY**

All references herein to "US\$" are references to United States dollars, the lawful currency of the United States of America, unless otherwise stated.

## **CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION**

This Solicitation Statement may contain forward-looking information that is based on expectations and estimates as of the date hereof. The Company's forward-looking information is information that is subject to known and unknown risks and other factors that may cause future actions, conditions or events to differ materially from the anticipated actions, conditions or events expressed or implied by such forward-looking information. Forward-looking information is information that does not relate strictly to historical or current facts, and can be identified by the use of the future tense or other forward-looking words such as "believe", "expect", "anticipate", "intend", "plan", "estimate", "should", "may", "could", "would", "target", "objective", "projection", "forecast", "continue", "strategy", "intend" or "position". In particular, any statement, express or implied, regarding future actions, conditions or events or future results is forward-looking information. Forward-looking information is not a guarantee of performance. All statements, other than statements of historical facts, included in this Solicitation Statement that address activities, events or developments that are expected, believed or anticipated to occur or that may occur in the future are forward-looking information. Examples of such forward-looking information in this Solicitation Statement include, but are not limited to, statements with respect to the Solicitation, including the timing for completion, the Company's ability to obtain the Requisite Consent, the execution of the Amending Agreement and the anticipated impacts of the Proposed Indenture Amendment, and the Offering (as defined below), including the final terms thereof and the timing for completion.

Readers should not place undue reliance on any forward-looking information. While the Company anticipates that subsequent events and developments may cause its views to change, it does not have an intention to update any forward-looking information contained in this Solicitation Statement, except as required by applicable law.

## SUMMARY

*The following summary is provided solely for the convenience of Holders. This summary is not intended to be complete and is qualified in its entirety by reference to the full text and more specific details contained elsewhere in this Solicitation Statement, the Consent Form and any amendments or supplements hereto or thereto. Holders are urged to read the Solicitation Statement and the Consent Form in their entireties because they contain important information that should be read carefully before any decision is made with respect to the Solicitation. Each of the capitalized terms used in this summary and not defined herein has the meaning set forth elsewhere in this Solicitation Statement.*

The Debentures:.....	Senior Secured Convertible Debentures due 2020 and Senior Secured Convertible Debentures due 2020 (as extended to 2024) (CUSIP Nos. 38501DAJ4 and 38501DAK1; ISIN Nos. CA 38501DAJ42 and CA 38501DAK15).
Purpose of the Solicitation and Proposed Indenture Amendment: ....	<p>On March 22, 2018, the Company announced that it had determined to offer for sale, on a best efforts private placement basis, up to 95,000 Units of the Company (the “Units”) for anticipated aggregate gross proceeds of up to US\$95,000,000 (the “Offering”). Pursuant to the terms of the Offering, each Unit consists of (i) one US\$1,000 principal amount of senior secured gold-linked note due 2024; and (ii) 124 common share purchase warrants of the Company. The net proceeds of the Offering will be used to fully redeem all of the outstanding Debentures at par, and for general corporate purposes. Closing of the Offering is expected to occur on or about April 30, 2018, subject to market conditions and receipt of necessary approvals and consents, including TSX and shareholder approvals and consent from holders of the Senior Unsecured Convertible Debentures due August 2018 (the “<b>2018 Debentures</b>”), in respect of the Offering.</p> <p>The Proposed Indenture Amendment would remove the requirement under the Indenture on the Company to give advanced notice of any optional redemption (which notice is currently required to be provided at least 30 and not more than 60 days in advance of any optional redemption date), subject to any advanced notice requirements of the TSX. Removing the notice requirement will facilitate the Company’s intention to redeem the Debentures as promptly as possible after closing the Offering and any advanced notice requirement of the TSX, which will expedite the receipt by Holders of the redemption funds for the Debentures (and which will also provide current Holders and Beneficial Holders that are eligible to participate in the Offering with timely access to such funds that can be used to fund an investment in the Units).</p>
Solicitation Expiration Time: .....	The Solicitation will expire at 4:00 p.m. (Toronto time) on April 19, 2018, unless extended by the Company in its sole discretion.
Consent Record Date: .....	The Consent Record Date for the determination of Holders entitled to provide Consent is 4:00 p.m. (Toronto time) on March 29, 2018.
Requisite Consent:.....	Adoption of the Proposed Indenture Amendment requires the Consent of the Holders of a majority in principal amount of the Debentures outstanding.

Conditions to the Solicitation: .....	The Solicitation is subject to the satisfaction of the Amending Agreement Condition (as defined below) and the satisfaction or waiver of the General Conditions. See “ <i>Conditions to the Solicitation</i> ”. The Company may waive any of the General Conditions, in whole or in part, at any time prior the Solicitation Expiration Time.
How to Deliver Consent: .....	See “ <i>Procedures for Delivering Consent</i> ”. In addition, Beneficial Holders should consult their Intermediary.
Tax Considerations: .....	For a discussion of the Canadian federal income tax considerations of the Solicitation applicable to Holders, see “ <i>Material Tax Considerations</i> ”.
Tabulation Agent and Depositary: ...	TSX Trust has been appointed as tabulation agent for the Solicitation and as depositary for Consent. Its contact information appears on the back cover of this Solicitation Statement.
Information Agent: .....	Kingsdale Advisors has been appointed as information agent for the Solicitation. If you have any questions or need assistance, please call Kingsdale Advisors at 1-866-228-8818 or email them at <a href="mailto:contactus@kingsdaleadvisors.com">contactus@kingsdaleadvisors.com</a> .

## TERMS OF THE SOLICITATION

Upon the terms and subject to the conditions set forth in this Solicitation Statement and in the accompanying Consent Form (including the terms and conditions of any extension or amendment of the Solicitation), the Company is soliciting Consent to the Proposed Indenture Amendment from Holders. Pursuant to the Indenture, the Proposed Indenture Amendment must be consented to by the Holders of a majority in principal amount of the Debentures outstanding. See “*Proposed Indenture Amendment*” for a description of the Proposed Indenture Amendment.

Holders who desire to Consent to the Proposed Indenture Amendment are required to validly deliver a properly completed Consent Form prior to the Solicitation Expiration Time. A Consent delivered by a Holder may be revoked by such Holder by written notice to TSX Trust before the Solicitation Expiration Time. See “*Procedures for Delivering Consent*”.

Each Holder, by delivering a Consent Form, will agree in the Consent Form that his, her or its Consent will continue once delivered, unless validly revoked, even if the Solicitation shall be extended beyond the initial Solicitation Expiration Time. Subject to receipt of the Requisite Consent and the satisfaction or waiver of the General Conditions, the Company intends to, as soon as practicable following the Solicitation Expiration Time, execute the Amending Agreement implementing the Proposed Indenture Amendment.

Subject to applicable securities laws and the terms and conditions set forth in this Solicitation Statement, the Company reserves the right, in its sole discretion, in accordance with the terms hereof and subject to applicable law, to waive any and all of the General Conditions, to extend or terminate the Solicitation, or to otherwise amend the Solicitation in any respect. See “*Conditions to the Solicitation*” and “*Expiration; Extension; Amendment; Termination*”.

If the Requisite Consent is received and accepted and the Amending Agreement is executed, the Proposed Indenture Amendment will be binding on all Holders (including, for certainty, those that did not provide Consent). If the Solicitation is terminated or withdrawn for any reason, the Proposed Indenture Amendment will not become effective.

Beneficial Holders who wish to provide a Consent and whose Debentures are held in the name of a bank, brokerage firm, trust company or other intermediary (each, an “**Intermediary**”) that is a participant in CDS, must contact such Intermediary and instruct such Intermediary that they wish to Consent. See “*Procedures for Delivering Consent – Consent Procedures for Beneficial Holders*”.

## PURPOSE OF THE SOLICITATION

On March 22, 2018, the Company announced that it had determined to offer for sale, on a best efforts private placement basis, up to 95,000 Units for anticipated aggregate gross proceeds of up to US\$95,000,000. Pursuant to the terms of the Offering, each Unit consists of: (i) one US\$1,000 principal amount of senior secured gold-linked note due 2024; and (ii) 124 common share purchase warrants of the Company. The net proceeds of the Offering will be used to fully redeem all of the outstanding Debentures at par, and for general corporate purposes. Closing of the Offering is expected to occur on or about April 30, 2018, subject to market conditions and receipt of necessary approvals and consents, including TSX and shareholder approvals and consent from holders of the 2018 Debentures, in respect of the Offering.

The Proposed Indenture Amendment would remove the requirement under the Indenture on the Company to give advanced notice of any optional redemption (which notice is currently required to be provided at least 30 and not more than 60 days in advance of any optional redemption date), subject to any advanced notice requirements of the TSX. Removing the notice requirement will facilitate the Company’s intention to redeem the Debentures as promptly as possible after closing the Offering and any advanced notice requirement of the TSX, which will expedite the receipt by Holders of the redemption funds for the Debentures (and which will also provide current Holders and Beneficial Holders that are eligible to participate in the Offering with timely access to such funds that can be used to fund an investment in the Units).

## **PROPOSED INDENTURE AMENDMENT**

The Company is soliciting the Consent of the Holders to the Proposed Indenture Amendment. The Proposed Indenture Amendment would remove the requirement under the Indenture on the Company to give advanced notice of any optional redemption (which notice is currently required to be provided at least 30 and not more than 60 days in advance of the redemption date), subject to any advanced notice requirements of the TSX. If the Proposed Indenture Amendment becomes effective, the Company intends to redeem the Debentures as promptly as possible after closing the Offering and any advanced notice requirement of the TSX.

### **CONSENT RECORD DATE**

The Consent Record Date for the determination of Holders entitled to provide Consent is 4:00 p.m. (Toronto time) on March 29, 2018. This Solicitation Statement and the accompanying Consent Form are being sent to all Holders as of the Consent Record Date. The Company reserves the right to establish from time to time any new date as the Consent Record Date with respect to the Debentures for purposes of the Solicitation and, thereupon, any such new date will be deemed to be the “Consent Record Date”.

### **PROCEDURES FOR DELIVERING CONSENT**

Holders who wish to Consent to the Proposed Indenture Amendment must complete and deliver by registered mail, mail, hand, courier or email a Consent Form to TSX Trust using the contact details on the back cover of this Solicitation Statement prior to the Solicitation Expiration Time.

**Beneficial Holders should not complete and deliver a Consent Form, but must follow the Consent procedures of their Intermediary.** See “*Procedures for Delivering Consent – Consent Procedures for Beneficial Holders*”.

Delivery of Consent Forms should be made sufficiently in advance of the Solicitation Expiration Time to ensure that the Consent is received by TSX Trust prior to the Solicitation Expiration Time. The Company reserves the right to receive Consent Forms by any other reasonable means or in any form that reasonably evidences the giving of Consent.

Only Holders as of the Consent Record Date may deliver a Consent Form, and each Consent Form must be executed exactly the same way as the Holder’s name appears on the securities registers maintained by the Trustee.

If a Consent is given, it must relate to all Debentures held by the Holder providing such Consent.

#### **Revocation of Consent**

A Consent delivered by a Holder may be revoked by such Holder by written notice to TSX Trust before the Solicitation Expiration Time. Each Holder, by delivering a Consent pursuant to the Solicitation, agrees that its Consent will continue once delivered, unless validly revoked, even if the Solicitation shall be extended beyond the initial Solicitation Expiration Time. A Consent by a Holder will bind such Holder and every subsequent registered holder of such Debentures or portion of such Debentures, even if notation of the Consent is not made on such Debentures.

#### **Consent Procedures for Beneficial Holders**

Any Beneficial Holder who wishes to deliver a Consent is not permitted to execute the Consent Form, but should instead instruct their Intermediary that they wish to Consent. The Intermediary will make a Consent election electronically through the CDS system and will therefore be deemed to have delivered a Consent Form through CDS (who is the registered Holder of the applicable Debentures) on behalf of the Beneficial Holder.

Beneficial Holders should promptly contact their Intermediaries and obtain and follow their Intermediaries’ instructions with respect to the applicable procedures and deadlines for providing Consent through such

Intermediaries, which may be earlier than the deadlines that are set out in this Solicitation Statement. If a Beneficial Holder provides a Consent, such Beneficial Holder will not be able to trade or otherwise transfer the Debentures that are the subject of such Consent unless the Consent is validly revoked in accordance with the procedures of such Beneficial Holder's Intermediary.

It is the sole and exclusive responsibility of Beneficial Holders to ensure that their instructions regarding Consent are properly submitted by their Intermediary through the facilities of CDS on or before the deadlines set forth in this Solicitation Statement and any additional deadlines set by their Intermediaries.

### **Consent Procedures for Purchasers of Notes After the Consent Record Date**

If a person purchases Debentures after the Consent Record Date and the Holder of such Debentures as of the Consent Record Date previously Consented to the Proposed Indenture Amendment, such Consent of the Holder as of the Consent Record Date, and not the subsequent holder, will be eligible for acceptance by TSX Trust (in its capacity as tabulation agent) if it was validly submitted. However, if a person purchases Debentures after the Consent Record Date and the Holder of such Debentures as of the Consent Record Date has not previously Consented to the Proposed Indenture Amendment, the purchaser shall be deemed to have acquired the right to Consent from the transferring Holder.

### **Validity of Consent**

All questions as to the validity, form, eligibility, receipt and acceptance of any Consent will be resolved by the Company, whose determination will be final and binding. The Company reserves the right to reject any Consent that is not in proper form or the acceptance of which could, in the opinion of the Company or its counsel, be unlawful. The Company also reserves the right to waive any defects or irregularities or conditions of delivery as to a particular Consent, which the Company may require to be cured within such time as the Company determines. None of the Company, the Board, TSX Trust, the Information Agent or any other person shall have any duty to give notification of any such defects or irregularities or waiver, nor shall any of them incur any liability for failure to give such notification. Deliveries of Consent will not be deemed to have been made until such defects or irregularities have been cured or waived. The Company's interpretation of the terms and conditions of the Solicitation (including this Solicitation Statement and the accompanying Consent Form and the instructions hereto and thereto) will be conclusive, final and binding on all parties.

## **CONDITIONS TO THE SOLICITATION**

Notwithstanding any other provisions of the Solicitation and in addition to (and not in limitation of) the Company's right to extend and/or amend the Solicitation, the Company may terminate the Solicitation if the Amending Agreement Condition shall not have been satisfied. The "**Amending Agreement Condition**" means receipt of the Requisite Consent with respect to the Proposed Indenture Amendment and the execution of the Amending Agreement.

Notwithstanding any other provision of the Solicitation and in addition to (and not in limitation of) the Company's right to extend and/or amend the Solicitation, the Company may terminate the Solicitation if any of the following conditions are not satisfied or waived by the Company (the "**General Conditions**"):

- (a) receipt of any necessary approvals (including from the TSX) for the Solicitation;
- (b) there shall not have been instituted, threatened or be pending any action or proceeding before or by any court or governmental, regulatory or administrative agency or instrumentality, or by any other person, in connection with the Solicitation that, in the sole judgment of the Company, either (i) is, or is reasonably likely to be, materially adverse to the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of the Company and its subsidiaries, taken as a whole, or (ii) would or might prohibit, prevent, restrict or delay consummation of the Solicitation or the Proposed Indenture Amendment;

- (c) no order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in the sole judgment of the Company, either (i) is, or is reasonably likely to be, materially adverse to the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of the Company and its subsidiaries, taken as a whole, or (ii) would or might prohibit, prevent, restrict or delay consummation of the Solicitation or the Proposed Indenture Amendment;
- (d) there shall not have occurred or be likely to occur any event affecting the business or financial affairs of the Company that, in the sole judgment of the Company, would or might prohibit, prevent, restrict or delay consummation of the Solicitation or the Proposed Indenture Amendment; and
- (e) the Trustee shall not have objected in any respect to or taken action that could, in the sole judgment of the Company, adversely affect the consummation of the Solicitation or the Proposed Indenture Amendment, and shall not have taken any action that challenges the validity or effectiveness of the procedures used by the Company in the Solicitation.

The foregoing General Conditions are for the sole benefit of the Company and may be asserted by the Company regardless of the circumstances giving rise to any such condition (including any action or inaction by the Company) and may be waived, in whole or in part, at any time and from time to time, prior to the Solicitation Expiration Time in the Company's sole discretion, subject to applicable law. The failure by the Company at any time to exercise any of the foregoing rights will not be deemed a waiver of any other right and each right will be deemed an ongoing right which may be asserted at any time and from time to time. Notwithstanding any other provisions of the Solicitation, the Company reserves the right, in its sole discretion, to terminate the Solicitation at any time.

#### **EXPIRATION; EXTENSION; AMENDMENT; TERMINATION**

The Solicitation will expire at 4:00 p.m. (Toronto time) on April 19, 2018, unless extended by the Company. The Company expressly reserves the right to extend the Solicitation Expiration Time for such period or periods as it may determine, in its sole discretion from time to time, by giving written notice to TSX Trust and by making a public announcement by press release by 9:00 a.m. (Toronto time) on the next business day following the previously established Solicitation Expiration Time. Without limiting the manner in which any public announcement may be made, the Company shall have no obligation to publish, advertise or otherwise communicate any such public announcement other than by issuing a press release through a newswire service. During any extension of the Solicitation period, any Consent delivered to TSX Trust will remain effective.

To the extent it is legally permitted to do so, the Company expressly reserves the right, at any time prior to the effective date of the Proposed Indenture Amendment, to: terminate or abandon the Solicitation for any reason; waive any condition to the Solicitation (except the Amending Agreement Condition); extend the Solicitation Expiration Time; or amend any of the terms of the Solicitation.

If the Company makes a material change in the terms of the Solicitation or the information concerning the Solicitation, the Company will promptly disclose such amendment, modification or waiver in a manner reasonably calculated to inform Holders of the change. However, subject to applicable law and the immediately preceding sentence and without limiting the manner in which the Company may choose to make such disclosure, the Company shall have no obligation to publish, advertise or otherwise communicate any such disclosure other than by the timely release of such disclosure by press release through a newswire service. If the Solicitation is amended on or prior to the Solicitation Expiration Time in a manner determined by the Company in its sole discretion to constitute a material adverse change to the Holders, the Company will promptly disclose such amendment (in a manner reasonably calculated to inform Holders of the change) and, if deemed necessary by the Company, extend the Solicitation Expiration Time. In addition, the Company may, if it deems appropriate, extend the Solicitation Expiration Time for any other reason.

## MATERIAL TAX CONSIDERATIONS

### Certain Canadian Federal Income Tax Considerations

The following summary fairly describes the principal Canadian federal income tax considerations applicable in respect of the Proposed Indenture Amendment as described in this Solicitation Statement to Holders (each referred to as a “**Securityholder**”) who, for purposes of the *Income Tax Act* (Canada) (the “**Tax Act**”) and at all relevant times, hold their Debentures as capital property, and deal at arm’s length with, and are not affiliated with, the Company.

Debentures will generally be considered to be capital property of a Securityholder provided such Securityholder does not use or hold and is not deemed to use or hold such securities in carrying on a business or in an adventure in the nature of trade. Certain Securityholders whose securities might not otherwise qualify as capital property may, in certain circumstances, be able to make an irrevocable election in accordance with subsection 39(4) of the Tax Act to deem such Debentures, and all other Canadian securities (within the meaning of the Tax Act) owned by such Securityholder in the taxation year of the election and in all subsequent taxation years, to be capital property. Securityholders to whom this election may be relevant should consult with their own tax advisors with respect to all applicable implications in their particular circumstances.

In addition, this summary does not apply to a Securityholder (a) that is a financial institution for purposes of the mark to market rules in the Tax Act, (b) that is a specified financial institution for purposes of the Tax Act, (c) an interest in which would be a tax shelter investment within the meaning of the Tax Act, (d) that has elected under the Tax Act to determine his or her Canadian tax results in a currency other than Canadian currency, or (e) who has entered into a “derivative forward agreement” within the meaning of the Tax Act with respect to the Debentures. Any such persons should contact their own tax advisors with respect to the tax consequences of the Proposed Indenture Amendment to them.

Additional considerations, not discussed herein, may be applicable to a Securityholder that is a corporation resident in Canada, and is, or becomes, as part of a transaction or event or series of transactions or events that includes the acquisition of Debentures, controlled by a non-resident corporation for the purposes of the “foreign affiliate dumping” rules in Section 212.3 of the Tax Act. Such Securityholders should contact their own tax advisors with respect to the tax consequences of the Proposed Indenture Amendment to them.

This summary is based on the current provisions of the Tax Act and the regulations thereunder (the “**Regulations**”), all specific proposals to amend the Tax Act or the Regulations that have been publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the “**Proposed Amendments**”), and our understanding of the current published administrative and assessing practices and policies of the CRA. This summary assumes that the Proposed Amendments will be enacted in the form proposed and does not take into account or anticipate any other changes in law or administrative policy, whether by way of judicial, legislative or governmental decision or action, nor does it take into account provincial, territorial or foreign tax considerations, which may differ significantly from those discussed in this summary. No assurance can be given that the Proposed Amendments will be enacted as currently proposed or at all, or that legislative, judicial or administrative changes will not modify or negate the statements expressed in this summary.

This summary is of a general nature only and is not exhaustive of all possible Canadian federal income tax considerations applicable to the Proposed Indenture Amendment. The tax consequences of the Proposed Indenture Amendment will vary according to the status of the Securityholder, the jurisdiction in which the Securityholder resides or carries on business, and the Securityholder’s own particular circumstances. This summary is not intended to be, nor should it be construed to be, legal or tax advice to any particular Securityholder and no representations with respect to the income tax consequences of the Proposed Indenture Amendment to any particular Securityholder is made. All Securityholders should obtain independent advice from their own tax advisors regarding the tax considerations to them of the Proposed Indenture Amendment having regard to their own particular circumstances.

### Residents of Canada

This portion of the summary applies only to Securityholders who, for purposes of the Tax Act and at all relevant times, are or are deemed to be resident in Canada. Securityholders who meet these requirements are referred to in this portion of the summary as “**Resident Holders**”, and this portion of the summary only addresses such Resident Holders.

The amendment of a debt obligation, such as the Debentures, will generally not result in a disposition for Canadian income tax purposes (upon which a capital gain or capital loss may be realized) unless the amendment is considered to result in the substitution of a new debt obligation under applicable commercial law or in a change to the fundamental terms of the obligation. The adoption of the Proposed Indenture Amendment should not, in and of itself, result in the substitution of a new debt obligation under applicable commercial law or in a change to the fundamental terms of the obligation and, accordingly, the Proposed Indenture Amendment should not result in the disposition of the Debentures by a Resident Holder for purposes of the Tax Act.

### Non-Residents

This portion of the summary applies only to Securityholders who, for purposes of the Tax Act (and any applicable income tax treaty or convention) and at all relevant times, are not resident or deemed to be resident in Canada, do not use or hold (and are not deemed to use or hold) Debentures in, or in the course of, a business carried on in Canada, deal at arm’s length with any person resident in Canada to whom the Debentures are assigned or transferred, and are entitled to receive all payments (including interest and principal) in respect of the Debentures. Securityholders who meet these requirements are referred to in this portion of the summary as “**Non-Resident Holders**”, and this portion of the summary only addresses such Non-Resident Holders.

This summary does not apply to an insurer that carries on an insurance business in Canada and elsewhere, an authorized foreign bank that carries on a Canadian banking business or a Non-Resident Holder that is at any time a “specified shareholder” (as defined in subsection 18(5) of the Tax Act) of the Company or that does not at any time deal at arm’s length for purposes of the Tax Act with a “specified shareholder” of the Company.

For the same reasons discussed above under “Residents of Canada”, the adoption of the Proposed Indenture Amendment should not result in the disposition of the Debentures by a Non-Resident Holder for purposes of the Tax Act.

## **TABULATION AGENT, DEPOSITARY AND INFORMATION AGENT**

TSX Trust has been appointed as tabulation agent for the Solicitation and as depositary for Consent. Consent Forms and all correspondence in connection with the Solicitation should be sent or delivered by each Holder to TSX Trust in the manner and using the contact details on the back cover of this Solicitation Statement.

Kingsdale Advisors, and its agents, has been appointed as information agent for the Solicitation. In its capacity as Information Agent, Kingsdale Advisors will be responsible for distributing copies of the Solicitation Statement to Holders and for answering questions of Holders and Beneficial Holders.

**TSX Trust and the Information Agent do not assume any responsibility for the accuracy or completeness of the information concerning the Company or its affiliates, the Indenture or the Debentures contained herein or in the Consent Form and other related documents or for any failure by the Company to disclose events that may have occurred and may affect the significance or accuracy of such information.**

**TSX Trust and the Information Agent do not make any recommendation as to whether or not Holders should provide their Consent in response to the Solicitation.**

**FEES AND EXPENSES**

The Company will pay TSX Trust and the Information Agent customary fees for their services in connection with the Solicitation and will reimburse TSX Trust and the Information Agent for their reasonable out-of-pocket expenses in connection therewith.

No brokerage commissions will be payable by Holders who deliver their Consent to TSX Trust or the Company. Holders who deliver their Consent through an Intermediary should contact such institution to inquire as to whether it charges any service fees in connection with providing a Consent.

**MISCELLANEOUS**

The Solicitation is being made to all Holders. The Company is not aware of any jurisdiction in which the making of the Solicitation is not in compliance with applicable law. If the Company becomes aware of any jurisdiction in which the making of the Solicitation would not be in compliance with applicable law, the Company will use reasonable efforts to comply with any such law. If after such efforts the Company cannot comply with any such law, the Solicitation will not be made to (nor will deliveries of Consent be accepted from or on behalf of) the Holders residing in such jurisdiction.

*The Tabulation Agent for the Solicitation and the Depositary for the Consent is:*



**TSX Trust Company**

**By Registered Mail, Mail, Hand or Courier**

**100 Adelaide Street West  
Suite 301  
Toronto, Ontario  
M5H 4H1  
Attention: Corporate Actions**

**Inquiries**

**North American Toll Free: 1-866-600-5869  
Telephone: 416-342-1091  
E-Mail: [TMXECorporateActions@tmx.com](mailto:TMXECorporateActions@tmx.com)**

*The Information Agent for the Solicitation is:*



**KINGSDALE** Advisors

**Kingsdale Advisors**

**Inquiries**

**North American Toll Free: 1-888-518-6805  
Collect Telephone: 416-867-2272  
E-Mail: [contactus@kingsdaleadvisors.com](mailto:contactus@kingsdaleadvisors.com)**