

DELIVERED BY **E-MAIL**

July 22nd, 2025

TO: The Senior Creditors (as defined in the CTIA) of Groupe Nouveau Pont Île-aux-Tourtes Inc. (the "**Company**") under a Common Terms and Intercreditor Agreement dated April 13th, 2023 (the "**CTIA**") related to the Company's issuance of the 5.131% short term fixed-floating rate senior secured bullet repayment bonds due July 31st, 2030, and the 5.264% short term fixed-floating rate senior secured bullet repayment bonds due January 31st, 2032 (together, the "**Debentures**")

THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT MAY BE OF INTEREST TO THE SENIOR CREDITORS. ALL DEPOSITORIES, BROKERS, CUSTODIANS, AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO FORWARD A COPY TO ANY BENEFICIAL OWNERS OF ANY DEBENTURES CONSIDERED TO BE SENIOR CREDITORS UNDER THE CTIA AS SOON AS POSSIBLE.

Dear Sirs:

Re: AMENDED NOTICE OF CURE

the CTIA between the Company, Dragados Canada Inc, Roxboro Excavations Inc., Construction Demathieu & Bard (CDB) Inc., the Bank of Nova Scotia, the Lenders (as defined in the CTIA), the Hedge Providers (as defined in the CTIA), and Computershare Trust Company of Canada ("CTCC"), related to the issuance of the Debentures, as supplemented by a Series A and Series B Supplemental Indenture both dated April 17th, 2023 (the "Trust Indenture")

WHEREAS CTCC acting as Trustee under the Trust Indenture and Collateral Agent under the CTIA received a written notification on or around **June 18th 2025** from the Company (the "**Notification**"), stating that as of **June 17th**, the Company is unable to provide Computershare Trust Company of Canada in its role as Indenture Trustee with its annual audited financial statements and its variance report for the fiscal year (the "**Occurrence**") which Occurrence constituted an **Event of Default** under sections 10.1 (7) (a) and 11.1 (1) (j) of the CTIA.

NOTICE IS HEREBY GIVEN THAT CTCC received the Company's annual audited financial statements and its variance report for the fiscal year on or around June 26, 2025.

In our capacity as Collateral Agent, CTCC is required under section 12.5 of the CTIA to formalize the steps taken to cure the Event of Default by delivering a notice to the Company confirming that the Event of Default has been cured to the satisfaction of the Senior Creditors. For the Senior Creditors to confirm their satisfaction, section 13.6(2) of the CTIA requires a vote be passed by the Senior Creditors together holding an amount in excess of 60% of the Exposure Amount in the case of a resolution in writing or, in the case of a resolution to be approved at a meeting of Senior Creditors, passed by in excess of 60% of the votes cast by Senior Creditors present at the meeting. In determining the Exposure Amount of any Bondholder under a Global Bond, Bondholders shall be deemed to mean the Beneficial Holders of such Global Bond.

As a Senior Creditor, if you are satisfied with the steps taken by the Company to cure the Event of Default resulting from the Occurrence, we ask that you execute and return to us the Written Resolution attached hereto as **TAB 1**. **Please note that the Company has asked CTCC to say that the execution of the Written Resolution should be considered urgent as the Company intends on performing a Draw under article 3 of the CTIA on July 31st, 2025, and intends on promulgating a Draw Certificate to effect same July 24th, 2025.**

Please note that the CTIA does not obligate you to take any action and that various powers are available to all holders of the Debentures under the CTIA's sections 11 and 12. The CTIA, pursuant to section **13**, also provides certain provisions for the convening of meetings, and the powers that are exercisable at such meetings or by way of resolutions of Senior Creditors.

For any Bondholders (as defined in the Trust Indenture) considered to be Senior Creditors under the CTIA, please note that only registered holders are permitted to complete and deliver directions, requests or other communication (collectively the "Documentation") to the Collateral Agent. You may be a beneficial holder of **Debentures** ("Non-Registered Holder") if your **Debentures** are registered either:

- a) in the name of an intermediary (an "Intermediary") with whom you deal in respect of the **Debentures**, such as a bank, trust company, securities dealer, broker, trustee or administrators of self-directed RRSPs, RRIFs, RESPs and similar plans; or,
- b) in the name of a clearing agency (such as CDS) of which the Intermediary is a participant.

Any person who wishes to deliver a direction, request or other communication to the Collateral Agent but whose **Debentures** are held in the name of an Intermediary/clearing agency must either:

- obtain a valid form of such Documentation from that Intermediary, or
- instruct that Intermediary to execute the appropriate Documentation on their behalf.

CDS, as a registered holder of the Debentures, may execute a CDS Omnibus Proxy which authorizes its participants to execute Documentation with respect to the Debentures held by the CDS participants listed on the schedule to the CDS Omnibus Proxy. In such case, all references to "registered holders" shall, unless otherwise specified, include such CDS participants. Such CDS participants shall be entitled to execute the Documentation as the registered holder of Debentures pursuant to the CDS Omnibus Proxy. The purpose of these CDS proxy procedures is to permit a Non-Registered Holder, to provide its Documentation in respect of its Debentures.

Please note that the obligation of the Collateral Agent to commence or continue any act, action or proceeding for the purpose of enforcing the rights of the Collateral Agent and/or of the Senior Creditors under the CTIA will be conditional upon being furnished with (i) sufficient funds to commence or continue such act, action or proceeding; and (ii) an indemnity satisfactory to the Collateral Agent to protect and hold harmless the Collateral Agent and its officers, directors and employees against the costs, charges, expenses and liabilities to be incurred thereby and any loss and/or damage it may suffer by reason thereof.

You should note that your rights are governed by the terms of the Trust Indenture, CTIA and governing statutes, including, but not limited to, applicable legislation regarding limitation periods. We advise you to obtain legal advice from your legal counsel as we cannot provide same.

By the Collateral Agent under the CTIA and Trustee under the CTIA and Trust Indenture,

COMPUTERSHARE TRUST COMPANY OF CANADA

cc
Groupe Nouveau Pont Île-aux-Tourtes Inc
Dragados Canada Inc.
Roxboro Excavation Inc.
Construction Demathieu & Bard (CDB) Inc.

TAB 1

WRITTEN RESOLUTION AND INSTRUCTION
OF THE SENIOR CREDITORS (AS HEREAFTER DEFINED)

WHEREAS the Groupe Nouveau Pont Île-aux-Tourtes Inc. (the "**Company**") entered into a Trust Indenture on April 13th, 2023 between the Company, Dragados Canada Inc, Roxboro Excavations Inc., Construction Demathieu & Bard (CDB) Inc. and Computershare Trust Company of Canada ("**CTCC**") that was supplemented by a Series A and Series B Supplemental Indenture both dated April 17th, 2023 (and collectively with the Trust Indenture, the "**Trust Indenture**") providing for the issuance of the 5.131% short term fixed-floating rate senior secured bullet repayment bonds due July 31st, 2030 and the 5.264% short term fixed-floating rate senior secured bullet repayment bonds due January 31st, 2032 (together, the "**Debentures**") ;

AND WHEREAS each of the words and phrases that are capitalized hereunder and not defined herein shall have the meaning given to them in the Indenture or the CTIA (the "**CTIA**"), as applicable;

AND WHEREAS the Company entered into a Common Terms and Intercreditor Agreement (the "**CTIA**") related to the Company's issuance of the Debentures and the CTIA is incorporated by reference into the Indenture and the Senior Creditors of the Company under the CTIA received notice from CTCC acting as Collateral Agent stating that, as of **June 17th**, the Company was unable to provide CTCC in its role as Trustee with its annual audited financial statements and its variance report (the "**Documents**") for the fiscal year (the "**Occurrence**") and that the Occurrence constituted an Event of Default under sections 10.1 (7) (a) and 11.1 (1) (j) of the CTIA (the "**Event of Default**");

AND WHEREAS the Documents were provided to the Senior Creditors on June 27th, 2025 but the Senior Creditors understand that section 12.5 states that to cure an Event of Default, the Senior Creditors must express to CTCC, acting as Collateral Agent, their satisfaction with the steps taken by the Company to rectify the Event of Default and that, as per section 13.6(2) of the CTIA, this satisfaction is to be expressed by the Senior Creditors voting as a single class by way of written resolution with those holding an amount in excess of 60% of the Exposure Amount voting that they are satisfied with the steps taken by the Company to rectify the Event of Default;

AND WHEREAS the Senior Creditors, when voting, understand that the Company executed a Draw on June 30th 2025 under section 3.2 of the CTIA (the "**Draw**") despite there being a condition precedent that the Company either: under section 3.2 (2)(a) of the CTIA, provide CTCC acting as Trustee with a Draw Certificate stating no Event of Default or Specified Default has occurred and is continuing (the "**Requirement**"); or, under section 3.3 of the CTIA, obtain CTCC in its role as Trustee's (and on behalf of the Bondholders) waiver of the Requirement (together, the "**Conditions Precedent**").

AND WHEREAS the Draw occurred despite CTCC in its role as Trustee notifying the Company prior to the Draw that CTCC believed neither of the Conditions Precedents were completed by the Company and that CTCC subsequently received an email from the Company's lawyers, attached hereto as **Schedule A** (the "**Email**"), regarding the Draw.

NOW THEREFORE the Senior Creditors by executing this Written Resolution declare the following:

- [1] That this Written Resolution is given in accordance with the CTIA and the Indenture, including but not limited to sections 12.5 and 13.6 of the CTIA and that each Senior Creditor, by assenting to this Written Resolution hereby votes that they are satisfied with the steps taken by the

Company to rectify the Event of Default and that by assenting they are voting that the Event of Default has been cured to their satisfaction.

- [2] That the Senior Creditors understand that they are not obligated to assent to this Written Resolution but that, should they do so, CTCC in its role as Collateral Agent will use the total number of Senior Creditors having assented to this Written Resolution to determine whether the Event of Default has been cured to the satisfaction of the Senior Creditors and that it will subsequently communicate the results of the vote to the Company and Senior Creditors;
- [3] That the Senior Creditors acknowledge that, by assenting to this Written Resolution, they have received notice of the Draw and the Email; and,
- [4] That the Senior Creditors acknowledge that this Written Resolution may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original, but all of which taken together constitute one and the same instrument.

Signature Page follows

THIS COUNTERPART EXECUTED BY _____

Name of SENIOR CREDITOR

Signature of authorized representative: _____

Exposure Amount _____

Name of authorized representative: _____

Title: _____

End of Signature Page

SCHEDULE A

Noah Bonis Charancle

From: Khady-Emilia Doumbia
Sent: July 2, 2025 4:55 PM
To: Tournier David; Noah Bonis Charancle
Cc: Brian Howarth; Nicholeta Panousis; Jean-Francois Berthelot; Shah, Bhavik; Alessandra Pansera; Irene Choe; Bianca Kara
Subject: RE: îles-Aux-Tourtes Bridge Project Financing - June 27, 2025 Draw Certificate

Hi David,

We'd just like to clarify that we do not intend to call a meeting of the Bondholders, but would simply like to request from the Senior Creditors a written confirmation and signed resolution confirming that the Event of Default has been cured to their satisfaction and is no longer continuing, in accordance with Section 12.5 of the CTIA, as a matter of procedural prudence.

We'll be sure to include you in the email chain when we do.

I hope this clarifies the scope of our action, please let me know if you would like more clarification.

Thank you!

Cheers,

Khady-Emilia Doumbia, Esq.

Computershare

Corporate Trust Officer > Corporate Trust, Canada

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650, Boul de Maisonneuve West, 7th floor

Montreal, Quebec, H3A 3T2

www.computershare.com

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From: Tournier David <DTournier@lavery.ca>
Sent: Wednesday, July 02, 2025 4:22 PM
To: Khady-Emilia Doumbia <Khady-Emilia.Doumbia@computershare.com>; Noah Bonis Charancle <Noah.BonisCharancle@computershare.com>
Cc: Brian Howarth <Brian.Howarth@computershare.com>; Nicholeta Panousis <npanousis@cnpiat.com>; Jean-Francois Berthelot <jfberthelot@cnpiat.com>; Shah, Bhavik <bshah@fdcorp.com>; Alessandra Pansera <Alessandra.Pansera@computershare.com>; Irene Choe <Irene.Choe@computershare.com>; Bianca Kara <Bianca.Kara@computershare.com>
Subject: RE: îles-Aux-Tourtes Bridge Project Financing - June 27, 2025 Draw Certificate

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Hi Khady-Emilia,

Thank you for keeping me informed. I understand your position and respectfully disagree.

First, the obligation to send the notice arises only once the Event of Default has been cured to the satisfaction of the Senior Creditors. Since you propose to solicit the Bondholders to confirm their satisfaction, it appears you are not certain that the Senior Creditors consider the Event of Default cured. Consequently, you cannot confirm the conditions for issuing the notice under Section 12.5 have been met.

Second, the notice must be delivered solely to the Borrower. Accordingly, the Borrower is entitled to waive that requirement without any other party's consent.

Third, your current position contradicts your notice of June 18 to the Bondholders, which stated: "In our capacity as Trustee, we will not take any further action with regard to the Event of Default unless directed in writing by the requisite percentage of Holders pursuant to the Trust Indenture or otherwise directed in accordance with the CTIA." It also contradicts your notice of June 19, which stated: "In our capacity as Collateral Agent, we will not take any further action with regard to the Event of Default unless directed in writing by the requisite percentage of Senior Creditors pursuant to the CTIA."

The Event of Default has indeed been cured, the Loan has been disbursed, the Senior Creditors have been informed, and the Lenders waived the relevant Event of Default. In these circumstances, neither a meeting of the Bondholders nor the associated costs appear warranted.

If you continue in this direction, please share this email as well.

Best regards,

David Tournier

Associé / Partner

Avocat / Lawyer

T 514 878-5506

DTournier@lavery.ca

De : Khady-Emilia Doumbia <Khady-Emilia.Doumbia@computershare.com>

Envoyé : 2 juillet 2025 15:37

À : Tournier David <DTournier@lavery.ca>; Noah Bonis Charancle <Noah.BonisCharancle@computershare.com>

Cc : Brian Howarth <Brian.Howarth@computershare.com>; Nicholeta Panousis <npanousis@cnpiat.com>; Jean-Francois Berthelot <jfberthelot@cnpiat.com>; Shah, Bhavik <bshah@fdcorp.com>; Alessandra Pansera <Alessandra.Pansera@computershare.com>; Irene Choe <Irene.Choe@computershare.com>; Bianca Kara <Bianca.Kara@computershare.com>

Objet : RE: îles-Aux-Tourtes Bridge Project Financing - June 27, 2025 Draw Certificate

Ce courriel provient d'un expéditeur externe. Soyez vigilant avant d'ouvrir une pièce jointe ou de cliquer sur un lien.

Hi David, I hope you're doing well!

Following continued internal review with our legal team, we believe the process outlined in Section 12.5 of the Agreement has been triggered.

While we understand and appreciate that the Borrower is waiving the requirement for the Collateral Agent to deliver formal notice under this section, we do want to note that a formal confirmation of satisfaction from the Senior Creditors, regardless of such waiver, remains necessary pursuant to Section 12.5 of the Agreement.

Therefore, it is still required to obtain formal confirmation from the Senior Creditors that the Event of Default has been cured to their satisfaction, is not continuing and that no other Event of Default is continuing.

Accordingly, our next step will be to reach out to the Senior Creditors to request their confirmation. We will provide the information from the Borrower (i.e., the emails below) to assist with their review.

We fully understand your position and simply wish, as an intermediary party, to ensure that the process is carried out in accordance with the Agreement designed to protect the interests of all parties involved.

Please let us know if you have any questions or would like to discuss anything further. Thank you for your collaboration.

Cheers,

Khady-Emilia Doumbia, Esq.

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From: Tournier David <DTournier@lavery.ca>

Sent: Monday, June 30, 2025 5:36 PM

To: Noah Bonis Charancle <Noah.BonisCharancle@computershare.com>

Cc: Francis Nixon <Francis.Nixon@computershare.com>; Brian Howarth <Brian.Howarth@computershare.com>;

Nicholeta Panousis <npanousis@cnpiat.com>; Jean-Francois Berthelot <jfberthelot@cnpiat.com>; Shah, Bhavik

<bshah@fdcorp.com>; Alessandra Pansera <Alessandra.Pansera@computershare.com>; Irene Choe

<Irene.Choe@computershare.com>; Khady-Emilia Doumbia <Khady-Emilia.Doumbia@computershare.com>

Subject: RE: îles-Aux-Tourtes Bridge Project Financing - June 27, 2025 Draw Certificate

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Good afternoon Noah,

Thank you for your prompt reply. To clarify, Section 12.5 requires the Collateral Agent to send a notice to the Borrower *if and when* an Event of Default is cured or waived *to the satisfaction of the Senior Creditors*. In this case, the Lenders (as part of the Senior Creditors) have waived the Event of Default, and we have no indication that any Bondholder is dissatisfied with the cure. This latter point is not relevant here however, since that notice is ultimately for the Borrower's benefit. The Borrower may thus waive this requirement, which we have confirmed by the email below.

Consequently, no further action is necessary from our perspective.

Should you have any additional concerns, please let us know.

Best regards,

David Tournier

Associé / Partner
Avocat / Lawyer

T 514 878-5506

DTournier@lavery.ca

De : Noah Bonis Charangle <Noah.BonisCharangle@computershare.com>

Envoyé : 30 juin 2025 16:53

À : Tournier David <DTournier@lavery.ca>

Cc : Francis Nixon <Francis.Nixon@computershare.com>; Brian Howarth <Brian.Howarth@computershare.com>; Nicholeta Panousis <npanousis@cnpiat.com>; Jean-Francois Berthelot <jfberthelot@cnpiat.com>; Shah, Bhavik <bshah@fdcorp.com>; Alessandra Pansera <Alessandra.Pansera@computershare.com>; Irene Choe <Irene.Choe@computershare.com>; Khady-Emilia Doumbia <Khady-Emilia.Doumbia@computershare.com>

Objet : RE: îles-Aux-Tourtes Bridge Project Financing - June 27, 2025 Draw Certificate

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Good afternoon David,

Please note that your below message does not address the language of concern under section 12.5 of the CTIA (see in yellow below) and we require same be addressed before we can share your email with the Senior Creditors. Based on the language below, it is the Senior Creditors that need to confirm to the Collateral Agent that the Event of Default has been cured to their satisfaction, not the Borrower.

Section 12.5 Notice from Collateral Agent Regarding Cure

Where an Event of Default has occurred and such Event of Default has been cured **to the satisfaction of the Senior Creditors** or waived by the Senior Creditors and is no longer continuing and no other Event of Default has occurred and is continuing, the Collateral Agent shall deliver a notice to the Borrower, confirming that such Event of Default has been cured or waived by the Senior Creditors.

Best,

Noah Bonis Charancle, J.D.

Computershare
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Montreal, Quebec, H3A 3T2
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From: Tournier David <DTournier@lavery.ca>

Sent: June 30, 2025 3:17 PM

To: #CA CS MONU Notices CT <NoticesCTmontreal@computershare.com>

Cc: Francis Nixon <Francis.Nixon@computershare.com>; Noah Bonis Charancle <Noah.BonisCharancle@computershare.com>; Brian Howarth <Brian.Howarth@computershare.com>; Nicholeta Panousis <npanousis@cnpiat.com>; Jean-Francois Berthelot <jfberthelot@cnpiat.com>; Shah, Bhavik <bshah@fdcorp.com>

Subject: îles-Aux-Tourtes Bridge Project Financing - June 27, 2025 Draw Certificate

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Madam, Sir,

We are writing in connection with the Draw Certificate sent to you on June 27, 2025, in your capacity as Collateral Agent pursuant to a Common Terms and Intercreditor Agreement made as of April 13, 2023, among, inter alios, our client Groupe Nouveau Pont Île-aux-Tourtes Inc., as Borrower, Computershare Trust Company of Canada, as Indenture Trustee and Collateral Agent, and the Lenders, Bondholders, and Administrative Agent referred to therein (the “CTIA”). All capitalized terms used and not otherwise defined herein have the meaning ascribed thereto under the CTIA.

1. Correction Regarding Event of Default

The above-mentioned Draw Certificate stated that an Event of Default had occurred and had been remedied. Specifically:

“Aside from the Default to provide Groupe Nouveau Pont Île-aux-Tourtes Inc.'s 2024 audited financial statements within the period provided for in the Common Terms Intercreditor Agreement (which has been remedied as of June 26, 2025), and for which the Administrative Agent has given its consent to waive said Default as of June 26, 2025, no Event of Default or Specified Default has occurred or is continuing or would occur as a result of the Draw requested.”

We wish to point out that, because the Event of Default referenced therein had already been remedied, such that there was no continuing Event of Default as of the date of issuance of the Draw Certificate, there was no necessity to mention the past occurrence of that Event of Default in the Draw Certificate.

In effect, the audited financial statements of the Borrower for the fiscal year ending on December 31, 2024, were submitted to the Administrative Agent, the Indenture Trustee, and the SCTA on June 26, 2025. Accordingly, the Draw Certificate should have indicated that “no Event of Default has occurred and is continuing”.

2. **Nature of the Draw Certificate**

The Draw Certificate was submitted as a condition precedent to a Loan, rather than to a Release. Pursuant to Section 3.2 of the CTIA, the conditions for this specific Draw thus only require satisfaction in a manner acceptable to the Administrative Agent (and not the Indenture Trustee).

Please note that the Loan was indeed disbursed, and the relevant proceeds were made available in our Proceeds Account as of today, June 30, 2025, confirming that the Administrative Agent was satisfied the applicable Draw Conditions had been met.

3. **Waiver from the Lenders**

We also confirm that the Lenders provided us in writing, on June 26, 2025, with a waiver of the mentioned Event of Default. This was not strictly required to proceed with the Loan since the relevant Event of Default had already been cured by the date on which the Borrower requested the Loan.

4. **No Continuing Event of Default**

We further note that, because no Event of Default is continuing, the restriction under Section 6.4(5) of the CTIA on the Borrower's use of funds in the Proceeds Account does not apply. As a result, the Borrower may freely use said funds in compliance with the CTIA.

5. **No Further Action Required**

Given the foregoing, specifically, (i) the issuance of the Draw Certificate for a Loan, (ii) the remedy of the referenced Event of Default, (iii) the disbursement of the Loan by the Lenders, and (iv) the absence of any applicable restriction on the use of the funds as a result of that past Event of Default, no further action is required by any party to the CTIA at this time.

6. **Notice by Collateral Agent**

We acknowledge that Section 12.5 of the CTIA provides that "[T]he Collateral Agent shall deliver a notice to the Borrower, confirming that such Event of Default has been cured or waived by the Senior Creditors." Note that this notice is for the Borrower's benefit: we hereby confirm that we do not require the Collateral Agent to send such notice at this stage, for the reasons set forth above.

We remain available for any clarification or further discussion.

Yours truly,

David Tournier

Associé / Partner

Avocat / Lawyer

T 514 878-5506

DTournier@lavery.ca



Lavery, de Billy, S.E.N.C.R.L. - L.L.P.



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