FIRST SUPPLEMENTAL INDENTURE

to the Debenture Indenture dated as of October 20, 2014

QE2 ACQUISITION CORP.
(FORMERLY CROWSNEST ACQUISITION CORP.)

AND

COMPUTERSHARE TRUST COMPANY OF CANADA,

AS DEBENTURE TRUSTEE

PROVIDING FOR THE ISSUE OF CONVERTIBLE UNSECURED SUBORDINATED DEBENTURES

July 21, 2015

THIS FIRST SUPPLEMENTAL INDENTURE is made as of the 21st day of July, 2015.

BETWEEN:

QE2 ACQUISITION CORP., a corporation incorporated and existing under the laws of the Province of Alberta **(**the "**Corporation**")

- and -

COMPUTERSHARE TRUST COMPANY OF CANADA a trust company incorporated under the federal laws of Canada (the "**Debenture Trustee**")

WHEREAS the Corporation and the Debenture Trustee executed an indenture dated as of October 20, 2014 (the "**Original Indenture**") providing for the issue of 10% secured, subordinated debentures (the "**Debentures**");

AND WHEREAS this first supplemental indenture (this "**Supplemental Indenture**") is entered into for the purpose, *inter alia*, of the following: (i) extending the Maturity Date of the Debentures form 24 to 48 months from the Closing Date; (ii) reducing the Interest rate from 12% to 8%; (iii) allowing for Interest payments to be paid in Common Shares; (iv) changing the Conversion Price of Debentures; (v) changing the redemption provisions; and (vi) amending the definition of change of control so that the Amalgamation shall not constitute a change of control.

AND WHEREAS all necessary acts and proceedings have been done and taken to authorize the execution of this Supplemental Indenture and to make the same legal and valid and binding upon the Corporation;

NOW THEREFORE THIS AGREEMENT WITNESSES that, for good and valuable consideration mutually given and received, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed and declared as follows:

ARTICLE 1
INTERPRETATION

1.1 Supplemental Indenture

This Supplemental Indenture is supplemental to the Original Indenture, and the Original Indenture shall henceforth be read in conjunction with this Supplemental Indenture, and all the provisions of the Original Indenture, except only insofar as the same may be inconsistent with the express provisions hereof, shall apply and have the same effect as if all the provisions of the Original Indenture and this Supplemental Indenture were contained in one instrument, and the expressions used herein, including the recitals hereto, shall have the same meanings as are ascribed to the corresponding expressions in the Original Indenture (as amended by this Supplemental Indenture).

1.2 Indenture References

On and after the date hereof, each reference in the Original Indenture (as supplemented by this Supplemental Indenture) to “this indenture”, “herein”, “hereby” and similar references, and each reference to the Original Indenture in any other agreement, certificate, document or instrument relating thereto, shall mean and refer to the Original Indenture as amended hereby. Except as specifically amended by this Supplemental Indenture, all other provisions of the Original Indenture shall remain in full force and unchanged.

1.3 Headings

The headings and the division of this Supplemental Indenture into Articles and Sections are for convenience of reference only and shall not affect the interpretation of this Supplemental Indenture.

1.4 Applicable Law

This Supplemental Indenture shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. For the purpose of all legal proceedings, this Supplemental Indenture will be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta will have jurisdiction to entertain any action arising under this Supplemental Indenture. The parties hereto attorn to the jurisdiction of the courts of the Province of Alberta.

1.5 Conflict

In the event of a conflict or inconsistency between a provision in the body of this Supplemental Indenture and in the Debentures, the provision in the body of this Supplemental Indenture shall prevail to the extent of the conflict or inconsistency.

1.6 Definitions

(a) In this Supplemental Indenture, all terms contained herein which are defined in the Original Indenture, as supplemented hereby, shall, for all purposes hereof, have the meanings given to such terms in the Original Indenture, as supplemented hereby, unless the context otherwise specifies or requires.

(b) The following definitions shall be added to the Supplemental Indenture:

"**Common Share Interest Election**" has the meaning attributed thereto in Section 2.13(b);

(c) The definition of "**Conversion Price**" in Section 1.1(q) of the Original Indenture is hereby deleted in its entirety and replaced with the following:

"(q) "**Conversion Price**" means $0.15 if the Debentures are converted, at the holder's option, within 5 business days from the date of the Supplemental Indenture or to $0.25, however, if, at any time until the Maturity Date, the simple average closing price of the Common Shares on the TSXV, if the Common Shares are listed on the TSXV, exceeds $0.30 at the Conversion Price for a minimum of twenty (20) non-consecutive trading days (whether or not trading of Common Shares occurs on such days, provided that the Common Shares trade on at least five of such trading days), the Corporation may, in its sole discretion, for a period of twenty (20) days thereafter, be entitled to issue a notice in writing whereupon the Initial Debentures will be forced to convert at the date that is twenty (20) days following delivery of such notice;".

(d) The definition of "Change of Control" in Section 1.1(j) of the Original Indenture is hereby deleted in its entirety and replaced with the following:

"(j) "**Change of Control**" means: (i) the acquisition by any Person, or group of Persons acting jointly or in concert (within the meaning of MI 62-104), of voting control or direction of an aggregate of 66 2/3% or more of the outstanding Common Shares; or (ii) the sale of all or substantially all of the assets of the Corporation, but shall not include a sale, merger, reorganization, arrangement, combination or other similar transaction if the previous holders of Common Shares hold at least 50% of the voting control or direction in such merged, reorganized, arranged, combined or other continuing entity (and in the case of a sale of all or substantially all of the assets, in the entity which has acquired such assets) immediately following completion of such transaction. For greater certainty, the business combination with DistinctTech Inc. shall not constitute a change of control;".

ARTICLE 2
THE DEBENTURES

2.4 Form and Terms of Initial Debentures

(a) Section 2.4(b) of the Original Indenture is hereby deleted in its entirety and replaced with the following:

"(b) The Initial Debentures shall be dated as of the date hereof and shall mature 48 months from the Closing Date (the "Maturity Date" for the Initial Debentures)."

(b) Section 2.4(c) of the Original Indenture is hereby deleted in its entirety and replaced with the following:

"(c) The Initial Debentures shall bear interest at a rate of 8% per annum (based on a year of 360 days comprised of twelve 30 day months), payable semi-annually in arrears on June 30 and December 31 in each year, the first such payment to fall due on December 31, 2014, with final payment payable on the Maturity Date payable after as well as before maturity and after as well as before default, with interest on amounts in default at the same rate, compounded semi-annually. For certainty, the first interest payment will include interest accrued from and including the Closing Date, up to and including December 31, 2014. The record dates for the payment of interest on the Initial Debentures will be June 15 and December 15 in each year (or the first Business Day prior to such date if not a Business Day)."

(c) Section 2.4(d) of the Original Indenture is hereby deleted in its entirety and replaced with the following:

"(d) The Initial Debentures will be redeemable in accordance with the terms of Article 4. The Initial Debentures may be redeemed at any time prior to the Maturity Date, at the option of the Corporation in whole or in part from time to time at a Redemption Price equal to 103.5% of their principal amount plus accrued and unpaid interest thereon up to (but excluding) the Redemption Date, on notice as provided for in Section 4.4. The Redemption Notice for the Initial Debentures shall be substantially in the form of Schedule B."

(d) Section 2.4(e) of the Original Indenture is hereby deleted in its entirety and replaced with the following:

" (e) If, at any time following the Closing Date, the simple average closing price of the Common Shares on the TSXV, if the Common Shares are listed on the TSXV, exceeds \$0.30 at the Conversion Price for a minimum of twenty (20) consecutive trading days (whether or not trading of Common Shares occurs on such days, provided that the Common Shares trade on at least five of such trading days), the Corporation may, in its sole discretion, for a period of thirty (30) days thereafter, be entitled to issue a notice in writing whereupon the Initial Debentures will be forced to convert at the date that is thirty (30) days following delivery of such notice. In the event the Corporation forces conversion of the Initial Debentures at any time prior to the date that is six (6) months following the Closing Date, the Corporation agrees to pay to the holders of the Initial Debentures interest in an amount equal to six (6) months of interest, or 4% of the principal amount of the Initial Debentures held.

(e) Section 2.4(g) of the Original Indenture is hereby deleted in its entirety and replaced with the following:

(f) "(g) Upon and subject to the provisions and conditions of Article 6 and Section 3.7, the holder of each Initial Debenture shall have the right at such holder's option, prior to the close of business on the earlier of (i) the Maturity Date of the Initial Debentures; or (ii) if such Initial Debentures are called for redemption or conversion by the Corporation, the Business Day immediately preceding the date specified by the Corporation for conversion of such Initial Debentures by notice to the holders of Initial Debentures in accordance with Section 4.3 (the earlier of which will be the "Time of Expiry" for the purposes of Article 6 in respect of the Initial Debentures), to convert any part, being \$1,000 or an integral multiple thereof, of the principal amount of a Debenture into Common Shares at the Conversion Price in effect on the Date of Conversion. To the extent a conversion is a conversion in part only of the Initial Debentures, such right to convert, if not exercised prior to the applicable Time of Expiry, shall survive as to any Initial Debentures not converted and be applicable to the next succeeding Time of Expiry.

Except as provided below, no adjustment in the number of Common Shares to be issued upon conversion will be made for dividends or distributions on Common Shares issuable upon conversion, the record date for the payment of which precedes the date upon which the holder becomes a holder of Common Shares in accordance with Article 6, or for interest accrued on Initial Debentures surrendered. No fractional Common Shares will be issued, and holders will receive a cash payment in satisfaction of any fractional interest equal to the fraction of the Common Share multiplied by the Current Market Price as of the Date of Conversion. The Conversion Price applicable to and the Common Shares, securities or other property receivable on the conversion of the Initial Debentures is subject to adjustment pursuant to the provisions of Section 2.4(j) and Section 6.5.

Subject to the following paragraph, holders converting their Initial Debentures will receive, in addition to the applicable number of Common Shares, accrued and unpaid interest (less any taxes required to be deducted) in respect of the Initial Debentures surrendered for conversion for the period from, and including, the most recent Interest Payment Date up to, but excluding, the Date of Conversion, in accordance with Section 6.4(e). For clarity, payment of such interest, may, at the option of the Corporation, be paid on the next regularly scheduled Interest Payment Date following the Date of Conversion.

Holders of Initial Debentures surrendered for conversion during the period from the close of business on any regular record date for the payment of interest on the Initial Debentures to the opening of business on the next succeeding Interest Payment Date will receive the semi-annual interest payable on such Initial Debentures on the corresponding Interest Payment Date notwithstanding the conversion. In the event that a holder of Debentures exercises their conversion right following a Conversion Notice by the Corporation and during the period from the close of business on any regular record date for the payment of interest on the Initial Debentures to the opening of business on the next succeeding Interest Payment Date, such holder will be entitled to receive accrued and unpaid interest, in addition to the applicable number of Common Shares to be received on conversion, for the period from the last Interest Payment Date to (but excluding) the Date of Conversion.

Notwithstanding any other provisions of this Indenture, if a Debenture is surrendered for conversion on an Interest Payment Date or during the five preceding Business Days, the person or persons entitled to receive Common Shares in respect of the Debenture so surrendered for conversion shall not become the holder or holders of record of such Common Shares until the Business Day following such Interest Payment Date.

A Debenture in respect of which a holder has accepted a Change of Control Purchase Offer pursuant to the provisions of Section 2.4(j) may be surrendered for conversion only if the purchase price therefor is not paid in accordance with this Indenture

(g) Section 2.13 of the Original Indenture is hereby deleted in its entirety and replaced with the following:

"(a) Except as otherwise provided in Section 2.4(c) or specified in a resolution of the Board of Directors, an Officers' Certificate or a supplemental indenture relating to a particular series of Additional Debentures as interest becomes due on each Debenture (except, subject to certain exceptions set forth herein including in Section 2.4(c), on conversion or on redemption, when interest may at the option of the Corporation be paid upon surrender of such Debenture) the Corporation, either directly or through the Trustee or any agent of the Trustee, shall send or forward by prepaid ordinary mail, electronic transfer of funds or such other means as may be agreed to by the Trustee, payment of such interest (less any tax required to be withheld therefrom) to the order of the registered holder of such Debenture appearing on the registers maintained by the Trustee at the close of business on the tenth Business Day prior to the applicable Record Date and addressed to the holder at the holder's last address appearing on the register, unless such holder otherwise directs. If payment is made by cheque, such cheque shall be forwarded at least three days prior to each date on which interest becomes due and if payment is made by other means (such as electronic transfer of funds, provided the Trustee must receive confirmation of receipt of funds prior to being able to wire funds to holders), such payment shall be made in a manner whereby the holder receives credit for such payment on the date such interest on such Debenture becomes due. The mailing of such cheque or the making of such payment by other means shall, to the extent of the sum represented thereby, plus the amount of any tax withheld as aforesaid, satisfy and discharge all liability for interest on such Debenture, unless in the case of payment by cheque, such cheque is not paid at par on presentation. In the event of non-receipt of any cheque for or other payment of interest by the person to whom it is so sent as aforesaid, the Corporation will issue to such person a replacement cheque or other payment for a like amount upon being furnished with such evidence of non-receipt as it shall reasonably require and upon being indemnified to its satisfaction. Notwithstanding the foregoing, if the Corporation is prevented by circumstances beyond its control (including, without limitation, any interruption in mail service) from making payment of any interest due on each Debenture in the manner provided above, the Corporation may make payment of such interest or make such interest available for payment in any other manner acceptable to the Trustee with the same effect as though payment had been made in the manner provided above.

(b) Subject to the receipt of any required regulatory approvals and the other provisions of this Section 2.13, the Corporation may, at its option, in exchange for or in lieu of paying the interest in money, elect to satisfy its obligation to pay all or any portion of the interest by issuing and delivering to holders on Interest Payment Date that number of Common Shares obtained by dividing the interest payable (less any tax required to be withheld therefrom) (or applicable portion thereof to be satisfied by the issuance and delivery of Common Shares) by $0.15 for the interest payment to be made on June 30, 2015 or by the Current Market Price of the Common Shares on all subsequent Interest Payment Dates ("**Common Share Interest Election**");

(c) Unless such notice requirement is waived by affected holders of Debentures, the Corporation shall exercise the Common Share Interest Election by so specifying in a notice (which may be in substantially the same form as the Redemption Notice, attached as Schedule B to this Indenture) given to the affected holders of the Debentures not more than 60 days nor less than 10 days prior to the Interest Payment Date and shall also specify the aggregate amount of interest in respect of which it is exercising the Common Share Interest Election in such notice.

(d) The Corporation's right to exercise the Common Share Interest Election shall be conditional upon the following conditions being met on the Interest Payment Date:

(i) the issuance of the Common Shares on the exercise of the Common Share Interest Election shall be made in accordance with Applicable Securities Legislation and such Common Shares shall be issued pursuant to statutory exemptions and therefore subject to a hold period as applicable;

(ii) such additional Common Shares shall be listed on each stock exchange on which the Common Shares are then listed, the Toronto Stock Exchange or a national securities exchange or quoted in an inter-dealer quotation system of any registered national securities association;

(iii) the Corporation shall be a reporting issuer in good standing under Applicable Securities Legislation where the distribution of such Common Shares occurs;

(iv) no Event of Default shall have occurred and be continuing;

If the foregoing conditions are not satisfied on the Interest Payment Date, the Corporation shall pay the interest in cash in accordance with Section 2.13(a) unless the Debentureholder waives the conditions which are not satisfied. When the Corporation determines the actual number of the Common Shares to be issued pursuant to the Corporation's exercise of its Common Share Interest Election, it will issue a press release on a national newswire disclosing the number of Common Shares issued pursuant to the Common Share Interest Election.

(e) In the event that the Corporation duly exercises its Common Share Interest Election, the Corporation shall on or before 11:00 a.m. (Calgary time) on the Business Day immediately prior to the Interest Payment Date make the delivery to the Trustee for delivery to and on account of the holders of certificates representing the Common Shares which such holders are entitled. From the certificates so deposited in addition to amounts payable by the Trustee pursuant to Section 4.5, the Trustee shall deliver to such holders the certificates to which such holders are entitled. The delivery of such certificates to the Trustee will satisfy and discharge the liability of the Corporation for interest payable pursuant to that Interest Payment Date to which the delivery of certificates relates to the extent of the amount delivered.

(f) No fractional Common Shares shall be delivered upon the exercise of the Common Share Interest Election but, in lieu thereof, the Corporation shall pay to the Trustee for the account of the holders, at the time contemplated in Section 2.13(e), the cash equivalent thereof determined on the basis of the Current Market Price of the Common Shares on Interest Payment Date (less any tax required to be deducted, if any).

(g) A holder shall be treated as the shareholder of record of the Common Shares issued on due exercise by the Corporation of its Common Share Interest Election effective immediately after the close of business on the Interest Payment Date, and shall be entitled to all substitutions therefor, all income earned thereon or accretions thereto and all dividends or distributions (including distributions and dividends in kind) thereon and arising thereafter, and in the event that the Trustee receives the same, it shall hold the same in trust for the benefit of such holder.

(h) The Corporation shall at all times reserve and keep available out of its authorized Common Shares (if the number thereof is or becomes limited), solely for the purpose of issue and delivery upon the exercise of the Corporation's Common Share Interest Election as provided herein, and shall issue to Debentureholders to whom Common Shares will be issued pursuant to exercise of the Common Share Interest Election, such number of Common Shares as shall be issuable in such event. All Common Shares which shall be so issuable shall be duly and validly issued as fully paid and non-assessable.

(i) The Corporation shall comply with all Applicable Securities Legislation regulating the issue and delivery of Common Shares upon exercise of the Common Share Interest Election and shall cause to be listed and posted for trading such Common Shares on each stock exchange on which the Common Shares are then listed.

(j) The Corporation shall from time to time promptly pay, or make provision satisfactory to the Trustee for the payment of, all taxes and charges which may be imposed by the laws of Canada or any province thereof (except income tax, withholding tax or security transfer tax, if any) which shall be payable with respect to the issuance or delivery of Common Shares to holders upon exercise of the Common Share Interest Election pursuant to the terms of the Debentures and of this Indenture.

(k) If the Corporation elects to satisfy its obligation to pay all or any portion of the interest by issuing Common Shares in accordance with this Section 2.13 and if the interest (or any portion thereof) to which a holder is entitled is subject to withholding taxes and the amount of the cash payment of the interest, if any, is insufficient to satisfy such withholding taxes, the Trustee, on the Written Direction of the Corporation but for the account of the holder, shall sell, through the investment banks, brokers or dealers selected by the Corporation, out of the Common Shares issued by the Corporation for this purpose, such number of Common Shares that is sufficient to yield net proceeds (after payment of all costs) to cover the amount of taxes required to be withheld, and shall remit same on behalf of the Corporation to the proper tax authorities within the period of time prescribed for this purpose under applicable laws."

(h) All references to "12%" in Schedule "B", form of Redemption Notice, to the Original Indenture are hereby replaced with "8%".

ARTICLE 3
EXECUTION AND FORMAL DATE

3.1 Execution

This Supplemental Indenture may be executed and delivered by facsimile and in counterparts, each of which when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution they shall be deemed to be dated as of the date hereof.

[The rest of this page has intentionally been left blank; signature page follows.]

IN WITNESS WHEREOF the parties hereto have executed this Supplemental Indenture as of the date first written above.

QE2 ACQUISITION CORP.

Per: "*Mihalis Belantis*"
Mihalis Belantis, Chief Executive Officer

Per: "*Ben Leung*"
Ben Leung, Chief Financial Officer

COMPUTERSHARE TRUST COMPANY OF CANADA

Per: "*Shannon Grover*"
Corporate Trust Officer

Per: "*Laura Leong*"
Corporate Trust Officer