These materials are important and require your immediate attention. They require shareholders of Lumenpulse Inc. to make important decisions. If you are in doubt as to how to make such decisions, please contact your financial, legal, tax or other professional advisors. If you are a shareholder of Lumenpulse Inc. and have any questions regarding the information contained in this circular or require assistance in completing your form of proxy or letter of transmittal, please contact Lumenpulse Inc.'s depositary, TSX Trust Company, toll free in North America at 1-866-600-5869.

lumenpulse™
GROUP

ARRANGEMENT

INVOLVING

LUMENPULSE INC.

AND

10191051 CANADA INC.

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

to be held on June 16, 2017

AND

MANAGEMENT PROXY CIRCULAR

The Board of Directors unanimously recommends that you vote

IN FAVOUR

of the Arrangement Resolution

May 11, 2017

May 11, 2017

Dear Shareholders:

You are invited to attend a special meeting of shareholders of Lumenpulse Inc. (the "**Corporation**") to be held on Friday, June 16, 2017 at 10:00 a.m. (Montreal time) at the offices of Fasken Martineau DuMoulin LLP, 800 Square-Victoria, Suite 3700, in Montreal, Québec (the "**Meeting**").

At the Meeting, the shareholders of the Corporation will be asked to approve an arrangement (the "**Arrangement**") pursuant to the provisions of the *Canada Business Corporations Act* involving the Corporation and 10191051 Canada Inc. (the "**Purchaser**"), a wholly-owned subsidiary of Power Energy Corporation ("**Power Energy**").

The Arrangement is supported by a group of existing shareholders of the Corporation, including François-Xavier Souvay, the Chairman, President and Chief Executive Officer of the Corporation, Nicolas Bélanger and Michel Ringuet, who sit on the Board of Directors of the Corporation, Yvan Hamel, Executive Vice President and Chief Product Officer of the Corporation, Tim Berman, President of Fluxwerx Illumination Inc. ("**Fluxwerx**"), a wholly-owned subsidiary of the Corporation, Lance Howitt, Vice President, Sales & Marketing of Fluxwerx, Dario Nistri, Managing Director of Exenia s.r.l. ("**Exenia**"), a wholly-owned subsidiary of the Corporation, and certain other employees of Exenia (collectively, the "**Rollover Shareholders**"), who collectively own or exercise control or direction over approximately 38% of the outstanding common shares of the Corporation and have agreed pursuant to their respective support and voting agreements to transfer common shares of the Corporation to the Purchaser in exchange for shares of the Purchaser as part of the Arrangement.

Under the terms of the Arrangement, each shareholder of the Corporation, other than the Rollover Shareholders and any dissenting shareholders, will be entitled to receive from the Purchaser $21.25 in cash for each common share held in the share capital of the Corporation.

The consideration offered under the Arrangement represents a premium of 85.8% to the closing price of the common shares of the Corporation on the Toronto Stock Exchange on April 26, 2017, namely the day preceding the announcement of the Arrangement, and a premium of 44.8% to the 90-day volume weighted average price of such shares on the Toronto Stock Exchange from December 15, 2016 to April 26, 2017.

The Board of Directors of the Corporation (the "**Board**"), upon the unanimous recommendation of a special committee comprised of independent directors Pierre Fitzgibbon (Chair), François Côté and Josée Perreault (the "**Special Committee**"), unanimously determined (with Francois-Xavier Souvay, Nicolas Bélanger and Michel Ringuet, who are Rollover Shareholders, and Pierre Larochelle, who is the President and Chief Executive Officer of Power Energy, abstaining), that the Arrangement is in the best interests of the Corporation and is fair to the shareholders of the Corporation, and unanimously recommends that shareholders of the Corporation vote **FOR** the special resolution approving the Arrangement.

The recommendation of the Board is based on factors and considerations set out in detail in the accompanying management proxy circular, including the unanimous recommendation of the Special Committee and an opinion from each of CIBC World Markets Inc. and PricewaterhouseCoopers LLP to the effect that, as at April 26, 2017, and subject to the assumptions, qualifications and limitations set forth in each respective opinion, the consideration to be received by the shareholders of the Corporation (other than the Rollover Shareholders) pursuant to the Arrangement is fair, from a financial point of view, to such shareholders. PricewaterhouseCoopers LLP also provided the Special Committee with a formal valuation which determined that, as at April 26, 2017, and subject to the assumptions, limitations and qualifications contained therein, the fair market value of the common shares of the Corporation was in the range of $20.00 to $23.00 per common share.

To become effective, the special resolution in respect of the Arrangement must be approved by $66^{2/3}$% of the votes cast by shareholders of the Corporation present in person or represented by proxy at the Meeting as well as a simple majority of the votes cast by shareholders of the Corporation, other than interested shareholders for the purpose of such vote (which therefore excludes the Rollover Shareholders and Pierre Larochelle, who is the President and Chief Executive Officer of Power Energy, from such vote), present in person or represented by proxy at the Meeting. The Arrangement is also subject to the approval of the Superior Court of Québec and the satisfaction of other customary closing conditions, including receipt of regulatory approvals.

In connection with the proposed Arrangement, in addition to the Rollover Shareholders, certain directors and officers of the Corporation who collectively own or exercise control or direction over approximately 1.4% of the outstanding common shares of the Corporation have also entered into support and voting agreements pursuant to which they have agreed, subject to the terms thereof, to vote in favour of the Arrangement Resolution.

If the required shareholder and court approvals are obtained and all other conditions to the Arrangement are satisfied, it is anticipated that the Arrangement will be completed on or about June 21, 2017.

The management proxy circular provides a detailed description of the Arrangement and includes additional information to assist you in considering how to vote at the Meeting. **You are urged to read this information carefully and, if you require assistance, to consult your own financial, legal, tax or other professional advisor.**

Your vote is important regardless of the number of common shares you own. If you are unable to be present at the Meeting in person, we encourage you to take the time now to complete, sign, date and return the enclosed form of proxy or voting instruction form, as applicable, so that your shares can be voted at the Meeting in accordance with your instructions. If you are a registered shareholder, we also encourage you to complete, sign, date and return the enclosed letter of transmittal, which will help the Corporation to arrange for the prompt payment for your shares if the Arrangement is completed.

If you have any questions about the information contained in this Circular or require assistance in completing your form of proxy or letter of transmittal, please contact the Corporation's depositary, TSX Trust Company, toll free in North America at 1-866-600-5869.

On behalf of the Board of Directors, we would like to take this opportunity to thank you for the support you have shown as shareholders of the Corporation.

Yours very truly,

François-Xavier Souvay
Chairman of the Board and
President and Chief Executive Officer

Pierre Fitzgibbon
Chairman of the Special Committee
and Director

LUMENPULSE INC.
NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

Montreal, Québec, May 11, 2017

Notice is hereby given, in accordance with an interim order of the Superior Court of Québec dated May 11, 2017 (the "**Interim Order**"), that a special meeting of shareholders (the "**Meeting**") of Lumenpulse Inc. (the "**Corporation**") will be held on Friday, June 16, 2017 at 10:00 a.m. (Montreal time) at the offices of Fasken Martineau DuMoulin LLP, 800 Square-Victoria, Suite 3700, in Montreal, Québec, for the following purposes:

1. to consider, and, if deemed advisable, to pass, with or without variation, a special resolution (the "**Arrangement Resolution**"), the full text of which is set forth in Appendix A of the accompanying management proxy circular (the "**Circular**"), to approve an arrangement (the "**Arrangement**") pursuant to section 192 of the *Canada Business Corporations Act* (the "**CBCA**") involving the Corporation and 10191051 Canada Inc., the whole as described in the Circular; and

2. to transact such other business as may properly come before the Meeting or any adjournment or postponement thereof.

The Board of Directors of the Corporation has set the close of business on May 10, 2017 as the record date for determining the shareholders who are entitled to receive notice of, and to vote at, the Meeting. Only persons shown on the register of shareholders at the close of business on that date, or their proxy holders, will be entitled to attend the Meeting and vote on the Arrangement Resolution.

Whether or not they are able to attend the Meeting, shareholders are urged to vote as soon as possible electronically, by telephone or in writing by following the instructions set out on the form of proxy or voting instruction form which accompanies this notice of special meeting of shareholders. Votes must be received by TSX Trust Company not later than 5:00 p.m. (Montreal time) on June 14, 2017 (or 48 hours, excluding Saturdays, Sundays and statutory holidays, prior to the commencement of the reconvened Meeting if the Meeting is adjourned or postponed).

Pursuant to the Interim Order, registered shareholders of the Corporation have the right to dissent with respect to the Arrangement Resolution and, if the Arrangement becomes effective, to be paid the fair value of their common shares in accordance with the provisions of section 190 of the CBCA, as modified by the Interim Order and the plan of arrangement pertaining to the Arrangement (the "**Plan of Arrangement**"). A registered shareholder wishing to exercise rights of dissent with respect to the Arrangement must send to the Corporation a written objection to the Arrangement Resolution, which written objection must be received by the Corporation at 1751 Richardson Street, Suite 1505, Montreal, Québec H3K 1G6, Attention: Nicolas Vanasse, Executive Vice President, Chief Legal Officer and Corporate Secretary, with a copy to Fasken Martineau DuMoulin LLP, 800 Square-Victoria, Suite 3700, Montreal, Québec, Canada, H4Z 1E9, Attention: Alain Riendeau, by no later than 5:00 p.m. (Montreal time) on June 14, 2017 (or by 5:00 p.m. on the second business day immediately preceding the date that any adjourned or postponed Meeting is reconvened), and must otherwise strictly comply with the dissent procedures described in the Circular. The shareholders' rights to dissent is more particularly described in the Circular, and copies of the Plan of Arrangement, the Interim Order and the text of section 190 of the CBCA are set forth in Appendix B, Appendix E and Appendix G, respectively, of the Circular. **Failure to strictly comply with the requirements set forth in section 190 of the CBCA, as modified by the Interim Order and the Plan of Arrangement, may result in the loss of any right of dissent.**

By order of the Board of Directors,

Nicolas Vanasse
Executive Vice President, Chief Legal Officer
and Corporate Secretary

LUMENPULSE INC.
MANAGEMENT PROXY CIRCULAR

This management proxy circular ("**Circular**") is provided in relation to the solicitation of proxies by the management of Lumenpulse Inc. ("**we**", "**us**", "**Lumenpulse**" and the "**Corporation**") for use at the special meeting of Shareholders (the "**Meeting**") of the Corporation to be held on Friday, June 16, 2017 and at any adjournment or postponement thereof. Unless otherwise indicated, the information provided in this Circular is provided as of May 11, 2017, and all currency amounts are shown in Canadian dollars.

All capitalized terms used in this Circular but not otherwise defined herein have the meanings set forth in the "Glossary of Terms".

CAUTIONARY STATEMENTS

We have not authorized any person to give any information or to make any representation in connection with the Arrangement or any other matters to be considered at the Meeting other than those contained in this Circular. If any such information or representation is given or made to you, you should not rely on it as having been authorized or as being accurate.

This Circular does not constitute an offer to buy, or a solicitation of an offer to sell, any securities, or the solicitation of a proxy, by any person in any jurisdiction in which such an offer or solicitation is not authorized or in which the person making such an offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such an offer or solicitation.

Shareholders should not construe the contents of this Circular as legal, tax or financial advice and are urged to consult with their own legal, tax, financial or other professional advisors.

The information concerning the Purchaser, the Financing Sources, the Equity Funding Parties, the Rollover Shareholders, the Debt Financing and the Equity Investments contained in this Circular has been provided by the Purchaser for inclusion in this Circular. Although the Corporation has no knowledge that would indicate that any statements contained herein taken from or based upon such source are untrue or incomplete, the Corporation does not assume any responsibility for the accuracy or completeness of the information taken from or based upon such source.

All summaries of, and references to, the Plan of Arrangement and the Arrangement Agreement in this Circular are qualified in their entirety by the complete text of the Plan of Arrangement and the Arrangement Agreement. The Plan of Arrangement is attached as Appendix B to this Circular and a copy of the Arrangement Agreement is available on SEDAR at www.sedar.com. **You are urged to read carefully the full text of the Plan of Arrangement and the Arrangement Agreement.**

NO CANADIAN SECURITIES REGULATORY AUTHORITY NOR THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS INFORMATION CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS AN OFFENCE.

FORWARD-LOOKING INFORMATION

This Circular contains "forward-looking information" within the meaning of applicable Securities Laws. Forward-looking information is identified by the use of terms and phrases such as "may", "would", "should", "could", "expect", "intend", "estimate", "outlook", "target", "goal", "guidance", "anticipate", "plan", "foresee", "believe", or "continue", the negative of these terms and similar terminology, including references to assumptions, although not all forward-looking information contains these terms and phrases. Such forward-looking information includes, but is not limited to, statements relating to the anticipated benefits of the Arrangement for the Corporation, the Purchaser and their respective shareholders, Regulatory Approvals, Shareholder and Court approvals and the anticipated timing of the completion of the Arrangement.

Forward-looking information is subject to a number of risks and uncertainties, many of which are beyond our control, which could cause actual results to differ materially from those that are disclosed in or implied by such forward-looking information. These risks and uncertainties include, but are not limited to, the failure of the parties to obtain the necessary Regulatory Approvals or Shareholder and Court approvals or to otherwise satisfy the conditions to the completion of the Arrangement; failure of the parties to obtain such approvals or satisfy such conditions in a timely manner; significant transaction costs or unknown liabilities; failure to realize the expected benefits of the Arrangement; general economic conditions; and other risks and uncertainties identified under "Risk Factors" and "Information concerning Lumenpulse". Failure to obtain the necessary Regulatory Approvals or Shareholder and Court approvals, or the failure of the parties to otherwise satisfy the conditions to the completion of the Arrangement or to complete the Arrangement, may result in the Arrangement not being completed on the proposed terms, or at all. In addition, if the Arrangement is not completed, and the Corporation continues as a publicly-traded entity, there are risks that the announcement of the Arrangement and the dedication of substantial resources of the Corporation to the completion of the Arrangement could have an impact on its business and strategic relationships (including with future and prospective employees, customers, suppliers and partners), operating results and activities in general, and could have a material adverse effect on its current and future operations, financial condition and prospects. Furthermore, pursuant to the terms of the Arrangement Agreement, the Corporation may, in certain circumstances, be required to pay a fee to the Purchaser, the result of which could have an adverse effect on its financial position.

Consequently, all of the forward-looking information contained herein is qualified by the foregoing cautionary statements, and there can be no guarantee that the results or developments that we anticipate will be realized or, even if substantially realized, that they will have the expected consequences or effects on our business, financial condition or results of operation. Unless otherwise noted or the context otherwise indicates, the forward-looking information contained herein is provided as of the date hereof, and we do not undertake to update or amend such forward-looking information whether as a result of new information, future events or otherwise, except as may be required by applicable Securities Law.

NOTICE TO SHAREHOLDERS IN THE UNITED STATES

Lumenpulse is a corporation existing under the federal laws of Canada. The solicitation of proxies and the transactions contemplated herein involve securities of a Canadian issuer and are being effected in accordance with Canadian corporate and securities laws. Shareholders should be aware that requirements under such Canadian laws differ from requirements under United States corporate and securities laws relating to United States corporations. The proxy rules under the *United States Securities Exchange Act of 1934*, as amended, are not applicable to the Corporation nor to this solicitation and therefore this solicitation is not being effected in accordance with such securities laws.

Certain of the financial information included in this Circular has been prepared in accordance with International Financial Reporting Standards, which differ from United States generally accepted accounting principles in certain material respects, and thus may not be comparable to financial information of United States companies.

Shareholders that are United States taxpayers are advised to consult their independent tax advisors regarding the United States federal, state, local and foreign tax consequences to them by participating in the Arrangement.

TABLE OF CONTENTS

SUMMARY

The following is a summary of certain information contained in this Circular. This summary is not intended to be complete and is qualified in its entirety by the more detailed information contained elsewhere in this Circular and the attached Appendices. Capitalized terms used in this summary without definition have the meanings ascribed to them in the Glossary of Terms.

Meeting and Record Date

The Meeting will be held on Friday, June 16, 2017 at 10:00 a.m. (Montreal time) at the offices of Fasken Martineau DuMoulin LLP, 800 Square-Victoria, Suite 3700, in Montreal, Québec. The purpose of the Meeting is for Shareholders to consider and, if deemed advisable, approve the Arrangement Resolution, the full text of which is set forth at Appendix A. Shareholders may also be asked to consider other business that properly comes before the Meeting or any adjournment(s) or postponement(s) thereof. The Shareholders entitled to vote at the Meeting are those holders of Common Shares as of the close of business on May 10, 2017. See "Information concerning the Meeting and Voting".

Summary of the Arrangement

The Arrangement Agreement provides for, among other things, the acquisition by the Purchaser of all of the issued and outstanding Common Shares by way of a plan of arrangement under Section 192 of the CBCA. Pursuant to the Arrangement Agreement and the Plan of Arrangement, each Shareholder (other than the Rollover Shareholders in respect of Common Shares transferred to the Purchaser in exchange for Purchaser Shares and any Dissenting Shareholders) will be entitled to receive from the Purchaser $21.25 in cash for each Common Share held in the share capital of the Corporation. A copy of the Plan of Arrangement is attached to this Information Circular as Appendix B. See "The Arrangement".

Parties

Lumenpulse

Founded in 2006, Lumenpulse designs, develops, manufactures and sells a wide range of high performance and sustainable specification-grade LED lighting solutions for commercial, institutional and urban environments. Lumenpulse develops its solutions by combining a wide range of highly configurable LED fixtures with its superior control systems and its patented and proprietary control, binning, dimming, thermal management and anidolic optical technologies. Lumenpulse's products cover multiple lighting applications and offer numerous configurations, allowing specifiers (i.e., architects, engineers, landscape architects and lighting designers) to solve various lighting challenges, from small office interiors to large stadiums and resorts. Lumenpulse has approximately 670 employees worldwide, with corporate headquarters in Montreal, Canada, and offices in Vancouver, Québec City, Boston, Paris, Florence, London and Manchester.

The Purchaser

The Purchaser was incorporated under the CBCA and is a wholly-owned Subsidiary of Power Energy. The Purchaser has not engaged in any business other than in connection with the Arrangement and related transactions.

Power Energy

Power Energy Corporation is a wholly-owned Subsidiary of Power Corporation of Canada established in 2012, with an objective to invest in the sustainable and renewable energy sector. Power Energy invests in and develops companies that can provide stable and growing long-term recurring cash flows. Power Energy currently holds investments in two companies: Potentia Renewables Inc., a renewable energy power producer active in North America, and Eagle Creek Renewable Energy, a U.S.-based owner and operator of hydropower facilities.

The Rollover Shareholders

The Arrangement is supported by a group of Rollover Shareholders, including François-Xavier Souvay, the Chairman, President and Chief Executive Officer of the Corporation, Nicolas Bélanger and Michel Ringuet, who sit on the Board of Directors of the Corporation, Yvan Hamel, Executive Vice President and Chief Product Officer of the Corporation, Tim Berman, President of Fluxwerx, a wholly-owned Subsidiary of the Corporation, Lance Howitt, Vice President, Sales & Marketing of Fluxwerx, Dario Nistri, Managing Director of Exenia, a wholly-owned Subsidiary of the Corporation, and certain other employees of Exenia, who collectively own or exercise control or direction over approximately 38% of the Common Shares and have agreed pursuant to their respective Support and Voting Agreements to transfer Common Shares to the Purchaser in exchange for Purchaser Shares as part of the Arrangement. See "Information concerning the Purchaser Parties - The Rollover Shareholders".

Background to the Arrangement

See "The Arrangement - Background to the Arrangement" for a summary of the main events that led to the execution of the Arrangement Agreement and certain meetings, negotiations, discussions and actions of the Parties that preceded the execution of the Arrangement Agreement and the public announcement of the Arrangement.

Recommendation of the Special Committee and the Board

Having undertaken a thorough review of, and carefully considered, information concerning the Arrangement, the Fairness Opinions and the Formal Valuation, and after consulting with independent financial and legal advisors, the Special Committee determined that the Arrangement is in the best interests of the Corporation and is fair to the Shareholders (other than the Rollover Shareholders) and unanimously recommended that the Board approve the Arrangement. See "The Arrangement - Recommendation of the Special Committee".

After careful consideration, the Board (with Francois-Xavier Souvay, Nicolas Bélanger and Michel Ringuet, who are Rollover Shareholders, and Pierre Larochelle, who is the President and Chief Executive Officer of Power Energy, abstaining) has unanimously determined that the Arrangement is in the best interests of Lumenpulse and is fair to the Shareholders (other than the Rollover Shareholders) and unanimously recommends that the Shareholders vote **FOR** the Arrangement Resolution. See "The Arrangement - Recommendation of the Board".

In reaching its conclusion that the Arrangement is in the best interests of the Corporation and is fair to the Shareholders (other than the Rollover Shareholders), the Special Committee considered and relied upon a number of substantive factors, including those described under "The Arrangement – Reasons for the Recommendation".

The Special Committee placed particular emphasis on the fact that: (i) the offer price was increased by more than 6% over the original proposal received; (ii) the Rollover Shareholders indicated that they would enter into irrevocable Support and Voting Agreements (or "hard" lock up agreements) in favour of Power Energy which would not permit the Rollover Shareholders to accept any competing proposals to acquire the Corporation and would remain in effect for a period of 12 months following their signature date; (iii) the Formal Valuation; and (iv) the Fairness Opinions. See "The Arrangement – Reasons for the Recommendation".

Required Shareholders' Approval

At the Meeting, pursuant to the Interim Order, the Shareholders will be asked to vote to approve the Arrangement Resolution. The approval of the Arrangement Resolution will require the affirmative vote of at least: (i) $66^{2/3}$% of the votes cast by Shareholders present in person or represented by proxy at the Meeting; and (ii) a simple majority of the votes cast by Minority Shareholders present in person or represented by proxy at the Meeting. See "The Arrangement – Required Shareholders' Approval".

The Rollover Shareholders and certain other directors and officers who collectively own or exercise control or direction over approximately 39.4% of the Common Shares have entered into Support and Voting Agreements pursuant to which they have agreed, subject to the terms thereof, to vote in favour of the Arrangement Agreement. See "The Arrangement – Support and Voting Agreements".

Fairness Opinions and Formal Valuation

In determining that the Arrangement is in the best interests of the Corporation and fair to the Shareholders (other than the Rollover Shareholders), the Special Committee considered, among other things, the CIBC Fairness Opinion, the PwC Fairness Opinion and the Formal Valuation. The Fairness Opinions each state that, as at April 26, 2017, and subject to the assumptions, qualifications and limitations set forth in each respective opinion, the Consideration to be received by the Shareholders (other than the Rollover Shareholders) pursuant to the Arrangement is fair, from a financial point of view, to such Shareholders.

PwC also provided a Formal Valuation which concluded that, as at April 26, 2017, and subject to the assumptions, qualifications and limitations set forth therein, the fair market value of the Common Shares was in the range of $20.00 to $23.00 per Common Share. See "The Arrangement – Fairness Opinions and Formal Valuation".

Implementation of the Arrangement

The Arrangement will be implemented by way of a court-approved plan of arrangement under the CBCA pursuant to the terms of the Arrangement Agreement. Pursuant to the Plan of Arrangement, the following transactions, among others, will occur:

(a) each Shareholder, other than the Rollover Shareholders in respect of Common Shares transferred to the Purchaser in exchange for Purchaser Shares and other than dissenting Shareholders, will be entitled to receive from the Purchaser $21.25 in cash for each Common Share;

(b) each Rollover Shareholder will be entitled to receive one Purchaser Share for each Common Share transferred to the Purchaser;

(c) each holder of vested Options shall be entitled, at his/her option, to either (i) receive a cash payment from the Corporation for each vested Option in an amount equal to $21.25 less the applicable exercise price and applicable withholding in respect of such Option; or (ii) continue to hold each vested Option which shall be governed by the Stock Option Plan and any applicable Option Agreement, in each case as amended, restated or supplemented as is necessary to take into account the privatization of the Corporation;

(d) each holder of unvested Options shall continue to hold each unvested Option which shall be governed by the Stock Option Plan and any applicable Option Agreement, in each case as amended, restated or supplemented as is necessary to take into account the privatization of the Corporation; and

(e) each holder of DSUs, RSUs or PSUs, whether vested or unvested, shall be entitled to receive a cash payment from the Corporation for each unit equal to the amount of $21.25, less applicable withholding (which assumes, in the case of any unvested PSUs, a level of attainment of the Corporation's performance objectives at 100%).

The Plan of Arrangement is attached as Appendix B to this Circular and a copy of the Arrangement Agreement is available on SEDAR at www.sedar.com. See "The Arrangement".

The following procedural steps must be taken in order for the Arrangement to become effective: (a) the Required Shareholders' Approval must be obtained, (b) the Court must grant the Final Order approving the Arrangement, (c) all conditions precedent to the Arrangement, as set forth in the Arrangement Agreement, must be satisfied or waived by the appropriate party, including the receipt of the Competition Act Approval and the HSR Approval, and (d) the Final Order and Articles of Arrangement in the form prescribed by the CBCA must be filed with the Director. Assuming completion of all these steps, it is currently anticipated that the Arrangement will be completed on or about June 21, 2017.

In the event that the Arrangement does not proceed for any reason, including because it does not receive the Required Shareholders' Approval or Court approval, Lumenpulse will continue as a publicly-traded company.

Support and Voting Agreements

The Rollover Shareholders, who collectively own or exercise control or direction over approximately 38% of the Common Shares, have entered into irrevocable Support and Voting Agreements pursuant to which they have agreed to vote in favour of the Arrangement Agreement, support the completion of the Arrangement and vote against any other proposed transaction for a period of 12 months following their signature date.

Certain other directors and officers who collectively own or exercise control or direction over approximately 1.4% of the Common Shares have also entered into Support and Voting Agreements pursuant to which they have agreed, subject to the terms thereof, to vote in favour of the Arrangement Resolution. See "The Arrangement - Support and Voting Agreements".

Arrangement Agreement

On April 26, 2017, the Corporation and the Purchaser entered into the Arrangement Agreement, pursuant to which it was agreed, among other things, to implement the Arrangement in accordance with and subject to the terms and conditions contained therein and in the Plan of Arrangement. See "Arrangement Agreement".

Certain Canadian Federal Income Tax Considerations

This Circular contains a summary of certain Canadian federal income tax considerations generally applicable to certain Shareholders who, under the Arrangement, ultimately dispose of one or more Common Shares to the Purchaser for cash. See "Certain Canadian Federal Income Tax Considerations".

Dissent Rights

Pursuant to the Interim Order, registered Shareholders have the right to exercise Dissent Rights with respect to the Arrangement Resolution and, if the Arrangement becomes effective, to be paid the fair value of their Common Shares in accordance with the provisions of section 190 of the CBCA, as modified by the Interim Order and the Plan of Arrangement. A registered Shareholder wishing to exercise Dissent Rights with respect to the Arrangement must send to Lumenpulse a Dissent Notice, which Dissent Notice must be received by Lumenpulse, c/o Nicolas Vanasse, Executive Vice President, Chief Legal Officer and Corporate Secretary, 1751 Richardson Street, Suite 1505, Montreal, Québec H3K 1G6, with a copy to Fasken Martineau DuMoulin LLP, 800 Square-Victoria, Suite 3700, Montreal, Québec, Canada, H4Z 1E9, Attention: Alain Riendeau, by no later than 5:00 p.m. (Montreal time) on June 14, 2017 (or by 5:00 p.m. on the second Business Day immediately preceding the date that any adjourned or postponed Meeting is reconvened), and must otherwise strictly comply with the dissent procedures described in this Circular. See "Dissenting Shareholders' Rights".

Depositary

TSX Trust Company will act as the Depositary for the receipt of share certificates and DRS Advices representing Common Shares and related Letters of Transmittal and the payments to be made to Shareholders pursuant to the Arrangement.

Stock Exchange De-Listing and Reporting Issuer Status

It is expected that the Common Shares will be de-listed from the TSX and that the Corporation will apply to cease to be a reporting issuer in all the provinces and territories of Canada following the completion of the Arrangement.

Risk Factors

There is a risk that the Arrangement may not be completed. Any failure to complete the Arrangement could materially and negatively impact the trading price of the Common Shares. You should carefully consider the risk factors described in the section "Risk Factors" in evaluating the approval of the Arrangement Resolution.

INFORMATION CONCERNING THE MEETING AND VOTING

Purpose of the Meeting

The purpose of the Meeting is for Shareholders to consider and, if deemed advisable, approve the Arrangement Resolution.

Date, Time and Place of Meeting

The Meeting will be held on Friday, June 16, 2017 at 10:00 a.m. (Montreal time) at the offices of Fasken Martineau DuMoulin LLP, 800 Square-Victoria, Suite 3700, in Montreal, Québec. The Shareholders entitled to vote at the Meeting are those holders of Common Shares as of the close of business on May 10, 2017.

Solicitation of Proxies

This Circular is furnished in connection with the solicitation of proxies by the management of Lumenpulse for use at the Meeting. The solicitation of proxies is intended to be primarily by mail but may also be made by telephone, fax transmission or other electronic means of communication or in person by the directors, officers and employees of Lumenpulse. The cost of such solicitation will be borne by Lumenpulse. The Purchaser may also assist with the solicitation of proxies as requested by Lumenpulse. The Corporation may retain the services of a proxy solicitation agent in connection with the solicitation of proxies for the Meeting and pay customary fees for such services. If the Purchaser requests the use of outside firms to solicit proxies, such costs shall be borne by the Purchaser. The Corporation will reimburse intermediaries or nominees for their reasonable charges and expenses incurred in forwarding proxy material to non-registered Shareholders.

Appointment and Revocation of Proxyholders

The persons appointed to act under the proxy form solicited by the management of the Corporation are directors of the Corporation. **Every Shareholder has the right to appoint another person or company of their choice (who need not be a Shareholder) to attend and act on their behalf at the Meeting, or any adjournment or postponement thereof, and may do so by inserting such other proxyholder's name in the blank space provided for that purpose in the proxy form.**

A proxy may be revoked at any time by the person giving it to the extent that it has not yet been exercised. A proxy may be revoked by filing a written notice with the Corporate Secretary of the Corporation at any time up to and including the last day preceding the day of the Meeting, or any adjournment or postponement thereof. The powers of the proxyholders may also be revoked if the Shareholder attends the Meeting in person and so requests to the Chair of the Meeting.

The persons whose names are printed on the proxy form will vote all the Common Shares in respect of which they are appointed to act in accordance with the instructions given on the proxy form. **In the absence of a specified choice in relation to the Arrangement Resolution, or if more than one choice is indicated, the Common Shares represented by the proxy form will be voted FOR the Arrangement Resolution.**

Every proxy given to any person in the proxy form that accompanies the Notice of Meeting will confer discretionary authority with respect to amendments or variations to the items of business identified in the Notice of Meeting and with respect to any other matters that may properly come before the Meeting.

To be valid, proxies must be received by TSX Trust Company, 200 University Avenue, Suite 300, Toronto, Ontario, M5H 4H1, no later than 5:00 p.m. (Montreal time) on June 14, 2017 (or 48 hours, excluding Saturdays, Sundays and statutory holidays, prior to the commencement of the reconvened Meeting if the Meeting is adjourned or postponed). Late proxies may be accepted or rejected by the Chair of the Meeting at his or her discretion and the Chair of the Meeting is under no obligation to accept or reject any particular late proxy.

Notice-and-Access

The Corporation has elected not to use the notice-and-access procedures under applicable Securities Laws to send the proxy-related materials to registered shareholders and beneficial owners of the Common Shares.

Registered Shareholders

You are a "registered shareholder" if you have a share certificate or Direct Registration System (DRS) advice ("**DRS Advice**") issued in your name and as a result, have your name shown on Lumenpulse's register of shareholders kept by our transfer agent, TSX Trust Company.

If you are a registered Shareholder, you can vote your Common Shares by attending the Meeting in person, by appointing someone else as proxyholder to attend the Meeting and vote your Common Shares for you, by completing your proxy form and returning it by mail, hand or fax delivery in accordance with the instructions set forth therein, or by Internet by visiting the website shown on your proxy form (refer to your control number shown on your proxy form) and following the online voting instructions.

Non-Registered Shareholders

You are a "non-registered shareholder" or "beneficial owner" if your Common Shares are held on your behalf through an intermediary or nominee (for example, a bank, trust company, securities broker, clearing agency or other institution).

Under applicable Securities Laws, a beneficial owner of securities is a "non-objecting beneficial owner" (or "NOBO") if such beneficial owner has or is deemed to have provided instructions to the intermediary holding the securities on such beneficial owner's behalf not objecting to the intermediary disclosing ownership information about the beneficial owner in accordance with said legislation, and a beneficial owner is an "objecting beneficial owner" (or "OBO") if such beneficial owner has or is deemed to have provided instructions objecting to same.

If you are a NOBO, the Corporation has sent these materials directly to you, and your name and address and information about your holdings of Common Shares have been obtained in accordance with applicable Securities Laws from the intermediary holding on your behalf. By choosing to send these materials to you directly, the Corporation (and not the intermediary holding on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. The voting instruction form that is sent to NOBOs contains an explanation as to how you can exercise the voting rights attached to your Common Shares, including how to attend and vote directly at the Meeting. Please provide your voting instructions as specified in the enclosed voting instruction form.

If you are an OBO, you received these materials from your intermediary or its agent (such as Broadridge), and your intermediary is required to seek your instructions as to the manner in which to exercise the voting rights attached to your Common Shares. The Corporation has agreed to pay for intermediaries to deliver to OBOs the proxy-related materials and the relevant voting instruction form. The voting instruction form that is sent to an OBO by the intermediary or its agent should contain an explanation as to how you can exercise the voting rights attached to your Common Shares, including how to attend and vote directly at the Meeting. Please provide your voting instructions to your intermediary as specified in the enclosed voting instruction form.

Voting Shares

Each holder of Common Shares is entitled to one vote per Common Share. As at May 10, 2017, 25,941,748 Common Shares were issued and outstanding. Only persons shown on the register of Common Shares at the close of business on May 10, 2017, or their proxyholders, will be entitled to attend the Meeting and vote.

Principal Shareholders

The following table shows the names of the persons who, as of May 10, 2017, to Lumenpulse's knowledge, beneficially owned, or exercised control or direction over, directly or indirectly, 10% or more of the Common Shares:

Name of Shareholder	Number of Common Shares	% of Total Voting Rights
François-Xavier Souvay[(1)]	4,175,003[(2)]	16.1%
Nicolas Bélanger[(3)]	3,420,280[(4)]	13.2%

(1) François-Xavier Souvay is the Chairman, President and Chief Executive Officer of the Corporation.

(2) 13 Common Shares held beneficially and of record by François-Xavier Souvay, 20,100 Common Shares held beneficially and of record by Gabriel Souvay and 20,100 Common Shares held beneficially and of record by Jacob Souvay, and 2,781,032 Common Shares held of record by Fiducie familiale François-Xavier Souvay, 1,035,311 Common Shares held of record by Fiducie familiale Souvay-Labrie and 318,447 Common Shares held of record by Gestion FXS Inc., each of which is an entity controlled by Mr. Souvay.

(3) Nicolas Bélanger is a director of the Corporation.

(4) 13,007 Common Shares held beneficially and of record by Nicolas Bélanger and 2,621,308 Common Shares held of record by Fiducie Largo, 29,600 Common Shares held of record by Groupe W Inc., 461,425 Common Shares held of record by Winch Management Ltd. and 294,940 Common Shares held of record by W2 Investments Inc. Mr. Bélanger exercises control over the Common Shares held by each such entity.

Other Business

The management of Lumenpulse does not intend to present, and does not have any reason to believe that others will present, any item of business other than those set forth in this Circular at the Meeting.

THE ARRANGEMENT

Background to the Arrangement

The following is a summary of the main events that led to the execution of the Arrangement Agreement (including related documents) and certain meetings, negotiations, discussions and actions of the Parties that preceded the execution of the Arrangement Agreement and the public announcement of the Arrangement.

Over the past several months prior to the date of this Circular, François-Xavier Souvay, a significant Shareholder and the Chairman, President and Chief Executive Officer of the Corporation, and Pierre Larochelle, a director of the Corporation and President and Chief Executive Officer of Power Energy, informally discussed on occasion the main drawbacks of the Corporation being a public company.

On February 17, 2017, these informal discussions served as the background for a preliminary discussion between Messrs. Souvay and Larochelle regarding a potential transaction. During that discussion, Mr. Souvay expressed his interest in partnering with Power Energy and certain existing Shareholders to privatize the Corporation. Following this discussion, Mr. Larochelle began the preparation of a framework for a potential transaction and its possible principal terms and sought internal approval to proceed with subsequent discussions with Mr. Souvay.

On March 1, 2017, Mr. Larochelle indicated to Mr. Souvay that Power Energy would be interested in partnering with him and other existing Shareholders to privatize the Corporation. The services of Stikeman Elliott LLP ("**Stikeman**") and National Bank Financial Inc. ("**NBF**") were then retained to act respectively as legal advisor and financial advisor.

On March 6, 2017, Messrs. Souvay and Larochelle organized a meeting with Messrs. Nicolas Bélanger and Michel Ringuet, both directors of the Corporation, to present an outline of the contemplated going-private transaction and its principal terms. As part of the meeting, Messrs. Souvay, Larochelle, Bélanger and Ringuet agreed that they would cooperate on an exclusive basis to firm up the details of a privatization transaction, and that their interests in pursuing a transaction would be formally communicated to the independent members of the Board as soon as reasonably practicable thereafter.

On March 13, 2017, a meeting with Mr. Pierre Fitzgibbon, an independent director and the Chair of the audit committee of the Corporation, was organized. At this meeting, Mr. Souvay shared his views with Mr. Fitzgibbon regarding the Corporation's status as a public company. He indicated that the public market environment had been challenging for the Corporation given its business model and that he viewed that status as more of a disadvantage than an advantage for the Corporation in the current context and considering the growth phase in which it found itself. He explained that general market fluctuations and the volatility in the market's valuation of the Corporation limited the ability of the Corporation (or the desirability for it) to access equity markets, one of the main benefits typically associated with being a public company. With this in mind, and the flexibility that a privately-held vehicle backed by a solid and reputable financial sponsor would provide, he explained that the Corporation would be better equipped to pursue its strategic plan as a private company. He confirmed that he along with certain existing Shareholders of the Corporation (including Messrs. Bélanger and Ringuet), who control together approximately 38% of the Corporation's issued and outstanding Common Shares, were therefore interested in exploring on an exclusive basis a going-private transaction, and that they were not willing to sell their stakes. He also explained that discussions had taken place between them and Power Energy, and that their vision and that of Power Energy were aligned. He also confirmed that he along with Messrs. Bélanger and Ringuet were therefore only prepared to partner with Power Energy and that they would not pursue any other transaction.

On March 15, 2017, at a meeting of the Board, Mr. Souvay verbally reconfirmed to the full Board that he along with certain existing Shareholders of the Corporation (including Messrs. Bélanger and Ringuet) and Power Energy were interested in proposing a going-private transaction of the Corporation at a potential first offer price of $20.00 per Common Share. Mr. Souvay also reconfirmed that he along with Messrs. Bélanger and Ringuet would only be prepared to partner with Power Energy in connection with such a transaction, that they were not prepared to pursue any alternative proposals from third parties, and that they would enter into irrevocable Support and Voting Agreements (or "hard" lock up agreements) for a period of 12 months. Each of Messrs. Souvay, Bélanger, Ringuet and Larochelle, as directors of the Corporation, formally disclosed their interest in the proposed transaction at the meeting.

In light of the foregoing, during the same aforementioned meeting, the Board formed the Special Committee comprised of Mr. Fitzgibbon (Chair), Mr. François Côté and Ms. Josée Perreault, all of whom are independent directors of the Corporation, to generally supervise the evaluation of the proposed transaction and the process related thereto. It was also determined that the role of the Special Committee would be to, among other things: (i) retain an independent valuator to prepare a formal valuation in accordance with MI 61-101 and supervise the preparation of such formal valuation; (ii) review any strategic alternatives available to the Corporation, including the status quo; (iii) advise the Board as to whether the proposed transaction is in the best interests of the Corporation and is fair to the Shareholders, and make a recommendation to the Board with respect to such transaction and undertake a process it considers appropriate in order to provide such recommendation, and (iv) in collaboration with management (other than Mr. Souvay), consider, pursue and negotiate the terms, conditions and other details of a going-private transaction reflecting the proposed transaction. The Special Committee was authorized by the Board to retain advisors, including independent legal and financial advisors, as well as an independent valuator, to assist it in carrying out its mandate and performing its duties and in otherwise fulfilling its obligations.

In the course of its review and evaluation of the proposed transaction, the Special Committee would hold formal meetings on seven occasions, and hold numerous discussions with the Corporation's senior management (including Mr. Souvay as well as Peter Timotheatos, Executive Vice President and Chief Financial Officer and Nicolas Vanasse, Executive Vice President, Chief Legal Officer and Corporate Secretary) and its legal advisors, in addition to consulting with its own financial and legal advisors and independent valuator on numerous occasions.

The Special Committee met on March 21, 2017 to discuss its mandate and to confirm the appointment of Norton Rose Fulbright Canada LLP ("**NRF**") as its independent legal counsel. During that meeting, NRF advised the Special Committee of the importance of ensuring that an independent and rigorous process be put in place for the review of the proposed transaction by the Special Committee, and also advised the members of the Special Committee of their duties and responsibilities in their review and evaluation of the proposed transaction, as well as their ability to rely on external legal and financial advisors in discharging such duties.

In light of the fact that Messrs. Souvay, Bélanger and Ringuet indicated to the Special Committee that they would only be prepared to partner with Power Energy in connection with the proposed transaction, that they were not prepared to pursue any alternative proposals from third parties, and that they would enter into irrevocable Support

and Voting Agreements (or "hard" lock up agreements) pursuant to which they would agree to vote in favour of and support the completion of the Arrangement for a period of 12 months, the Special Committee acknowledged that the range of alternatives available to be considered by it as well as the parameters of its process would be limited accordingly. Nonetheless, the Special Committee determined that in order to assess whether proceeding with the proposed transaction would be in the best interests of the Corporation, it would need to conduct discussions with certain senior management members, including Mr. Souvay, and other persons as deemed necessary to obtain further details with respect to the background of the proposed transaction, management's views regarding the Corporation's prospects, including its forecast and related risks and uncertainties, any prior approaches by a third-party for a sale transaction as well as the basis for the determination by each of Messrs. Souvay, Bélanger and Ringuet to enter into irrevocable Support and Voting Agreements ("hard" lock-up agreements) in favour of Power Energy.

At the March 21, 2017 meeting, the Special Committee, together with NRF, met with representatives from PricewaterhouseCoopers LLP ("**PwC**") and CIBC World Markets Inc. ("**CIBC**"), separately, in connection with their respective engagements as independent valuator and financial advisor to the Special Committee. Each of PwC and CIBC presented their experience and credentials. PwC confirmed that it was "independent" of all interested parties for purposes of MI 61-101, and that it was not in a conflict of interest nor was it precluded from rendering a formal valuation in connection with the transaction. CIBC also confirmed that it was not in a conflict of interest nor precluded from advising the Special Committee in connection with the potential transaction. Following PwC's and CIBC's presentations, they were excused from the meeting and the Special Committee discussed the credentials and experience of PwC and CIBC as well as the implications of interviewing a number of candidates to act as formal valuator and financial advisor, including the impact of additional delays to the process and the risk to the Corporation of premature disclosure of a potential transaction.

Also at the March 21, 2017 meeting, the Special Committee approved and adopted process guidelines for purposes of taking into account and minimizing, to the fullest extent reasonably possible, potential conflicts of interest that may arise in the course of the Corporation and its executive officers and employees conducting day-to-day business during the period of time the transaction is under consideration by the Special Committee or the Board. The Special Committee also approved and adopted a communications plan for purposes of setting forth the principles and corporate disclosure practices to apply throughout the process in connection with the evaluation by the Special Committee and the Board of the proposed transaction.

On March 27, 2017, after discussions and negotiations, the Special Committee formally retained PwC to act as its independent valuator (as such term is defined in MI 61-101) and CIBC to act as its financial advisor in connection with the transaction.

On March 27, 2017, management provided the Special Committee with the financial projections and five-year plan of the Corporation. On March 28, 2017, the Special Committee met with Messrs. Souvay and Timotheatos to review the financial projections and five-year plan. Mr. Souvay provided the Special Committee with the principal assumptions upon which the financial projections and five-year plan were based, and the Special Committee and Messrs. Souvay and Timotheatos had various exchanges with respect to such assumptions. It was agreed that PwC and CIBC would be asked to review in detail the financial projections and the five-year plan and report back to the Special Committee.

On March 30, 2017, the Corporation entered into Confidentiality Agreements with Power Energy as well as Messrs. Souvay, Bélanger and Ringuet.

On April 4, 2017, an initial draft of the Arrangement Agreement was provided by Stikeman, counsel to the Purchaser, to NRF and Fasken Martineau DuMoulin LLP ("**Fasken**"), counsel to the Corporation.

On April 10, 2017, the Special Committee met with NRF, CIBC and PwC. NRF provided the Special Committee with an update on the status of certain documentation relating to the Arrangement. CIBC provided the Special Committee with their preliminary views and conclusions regarding the progress of its valuation work, and the Special Committee and CIBC had various exchanges on certain assumptions upon which the financial projections and five-year plan were based. PwC also provided the Special Committee with a summary of its process as well as an update regarding its valuation work at the April 10, 2017 meeting.

Various exchanges ensued between Mr. Fitzgibbon and Mr. Souvay, and CIBC and NBF, as financial advisors to the Special Committee and the Purchaser, respectively, regarding, among other things, management's projections and five-year plan. On April 12, 2017, the Purchaser Parties, through NBF, submitted a proposal to the Special Committee pursuant to which the Purchaser would acquire all of the issued and outstanding Common Shares for a price of $20.00 per Common Share, payable in cash. The proposal was subject to, among other things, completion of satisfactory due diligence and the negotiation and execution of definitive agreements.

Beginning on or around April 12, 2017, the Corporation (including through the Special Committee) and the Purchaser, together with their respective advisors, began negotiating the terms and conditions of the Arrangement Agreement, which negotiations continued until April 26, 2017.

On April 14, 2017, NBF met with CIBC to present the $20.00 offer and provide some financial analysis in support of such offer.

On April 17, 2017, after having discussed the offer with CIBC, the Special Committee held a meeting with Messrs. Souvay and Larochelle, where it was communicated by the Special Committee that the $20.00 price offered was insufficient.

On April 18, 2017, NBF and CIBC held discussions regarding various valuation methodologies to assess the purchase price, including their respective views on appropriate assumptions for the discounted cash flow methodology.

That same day, the Special Committee held discussions with CIBC and NRF. CIBC provided the Special Committee with a summary of the status of its discussions with NBF. The Special Committee also received an update from NRF regarding negotiations and material terms and conditions of the Arrangement Agreement.

On April 19, 2017, further discussions and negotiations ensued between members of the Special Committee and Messrs. Souvay and Larochelle, following which the Purchaser increased the offer price from $20.00 to $21.00 per Common Share in cash. Mr. Fitzgibbon, on behalf of the Special Committee, stated the offer price remained too low.

Further to such discussions and negotiations, on April 20, 2017, Mr. Larochelle indicated to the Special Committee that the Purchaser Parties were willing to increase the offered price to $21.25 per Common Share in cash but that such offer would not be increased any further.

Following that meeting, the Corporation (including through the Special Committee) and the Purchaser, together with their respective advisors, began intensively negotiating the terms and conditions of the Plan of Arrangement, Debt Commitment Letter, Equity Commitment Letters, Support and Voting Agreements to be entered into by directors and officers of the Corporation and other definitive agreements relating to the transaction. Such negotiations continued until April 26, 2017.

On April 26, 2017, the Special Committee met to consider the proposed transaction and to conduct a final review of its material terms and conditions as set out in the definitive transaction agreements and to receive the advice of PwC, CIBC and NRF and to determine whether to make any recommendation to the Board.

CIBC presented a report of its analysis and reported its conclusion to the effect that, subject to the assumptions, limitations and qualifications contained in the CIBC Fairness Opinion, as at April 26, 2017, the consideration of $21.25 to be received by the holders of Common Shares (other than the Rollover Shareholders) under the Arrangement was fair, from a financial point of view, to such holders of Common Shares.

PwC then verbally delivered its valuation conclusions and fairness opinion to the Special Committee, which was subsequently delivered in writing, and reported its conclusions to the effect that, subject to the analysis, assumptions, qualifications and limitations set forth in the Formal Valuation and PwC Fairness Opinion, as at April 26, 2017: (i) the fair market value of the Common Shares was between $20.00 and $23.00; and (ii) the consideration of $21.25 to be received by the holders of Common Shares (other than the Rollover Shareholders) under the Arrangement Agreement was fair, from a financial point of view, to such holders of Common Shares. As part of these opinions, PwC: (i) summarized its mandate and the scope of its review; (ii) provided its comments and observations on the historical results and financial forecasts of the Corporation; (iii) provided an overview of the

valuation approach and detailed application of the methods used in its analysis to reach its valuation conclusion; and (iv) summarized the considerations taken into account in assessing the fairness of the proposed transaction.

Following the presentations by CIBC and PwC, counsel for the Special Committee, NRF, and counsel for the Corporation, Fasken, provided members of the Special Committee with an overview of the material terms of the Arrangement Agreement, Plan of Arrangement, Debt Commitment Letter, Equity Commitment Letters, Purchaser Termination Fee Funding Agreement (providing for the payment to the Corporation of a reverse termination fee of $8 million if the transaction is not completed in certain circumstances), Support and Voting Agreements and other definitive agreements relating to the transaction. Counsel confirmed that all legal advisors had approved the current versions of the transaction documents. NRF also reviewed and discussed directors' fiduciary duties in the context of assessing the proposed transaction.

Following the presentations by all advisors, the members of the Special Committee discussed the presentations and materials provided to them and the merits of the proposed transaction. After such discussions, the Special Committee unanimously determined that the Arrangement is in the best interests of the Corporation and unanimously recommended that the Board approve the Arrangement.

Later on April 26, 2017, subsequent to the Special Committee meeting, the Board met to consider the proposed transaction, the draft Arrangement Agreement and the other definitive transaction agreements, and the report and recommendations of the Special Committee. Mr. Timotheatos briefly presented the proposed financial year 2018 budget together with the anticipated results for the fourth quarter of the 2017 financial year and confirmed that (i) the 2018 budget was identical to the first year of the five-year plan upon which the Special Committee, PwC and CIBC relied in the context of their respective assessment of the proposed transaction, and (ii) anticipated fourth quarter results were in line with the revised guidance disclosed by the Corporation on March 9, 2017. The Chair of the Special Committee presented the recommendation of the Special Committee to the other members of the Board. After summary discussions, the Board unanimously determined (with Messrs. Souvay, Bélanger, Ringuet and Larochelle abstaining) that the Arrangement is in the best interests of the Corporation and fair to the Shareholders (other than the Rollover Shareholders), and approved the Arrangement.

The Arrangement Agreement, the Support and Voting Agreements and the other definitive transaction agreements were then entered into. On April 27, 2017 the Arrangement was publicly announced before opening of markets.

Recommendation of the Special Committee

Having undertaken a thorough review of, and carefully considered, information concerning the Arrangement, the Fairness Opinions and the Formal Valuation and after consulting with independent financial and legal advisors, the Special Committee determined that the Arrangement is in the best interests of the Corporation and is fair to the Shareholders (other than the Rollover Shareholders) and unanimously recommended that the Board approve the Arrangement.

Recommendation of the Board

After careful consideration, the Board (with Francois-Xavier Souvay, Nicolas Bélanger and Michel Ringuet, who are Rollover Shareholders, and Pierre Larochelle, who is the President and Chief Executive Officer of Power Energy, abstaining) has unanimously determined that the Arrangement is in the best interests of Lumenpulse and is fair to the Shareholders (other than the Rollover Shareholders) and unanimously recommends that the Shareholders vote **FOR** the Arrangement Resolution.

Reasons for the Recommendation

In making its determinations, the Special Committee considered and relied upon a number of substantive factors, including the following:

(a) the value of the consideration payable under the Arrangement to holders of Common Shares, which represented a premium of approximately: (i) 85.8% to the closing price of the Common Shares on the TSX on April 26, 2017; and (ii) 44.8% to the 90-day volume weighted average price of the Common Shares on the TSX from December 15, 2016 to April 26, 2017;

(b) the consideration payable to holders of Common Shares pursuant to the Arrangement will be paid entirely in cash, which provides such holders with immediate liquidity and certainty of value;

(c) the Special Committee's assessment of the current and anticipated future opportunities and risks associated with the business, operations, assets, financial performance and condition of the Corporation should it continue as a stand-alone entity, including the evolving competitive environment in the Corporation's key markets and the execution risk of the business plan given its history;

(d) management's financial projections and historical achievement of targets;

(e) the Formal Valuation reflecting the determination that, as at April 26, 2017, subject to the assumptions, limitations and qualifications contained therein, (i) the fair market value of the Common Shares was between $20.00 and $23.00 per Common Share, and (ii) the consideration to be received by holders of Common Shares falls within the range of fair market value of the Common Shares as determined by PwC;

(f) the PwC Fairness Opinion to the effect that, as of April 26, 2017, subject to the assumptions, limitations and qualifications contained therein, the consideration to be received by holders of Common Shares (other than the Rollover Shareholders) pursuant to the Arrangement is fair, from a financial point of view, to such Shareholders;

(g) the CIBC Fairness Opinion to the effect that, as of April 26, 2017, subject to the assumptions, limitations and qualifications contained therein, the consideration to be received by holders of Common Shares (other than the Rollover Shareholders) pursuant to the Arrangement is fair, from a financial point of view, to such Shareholders;

(h) the confirmation provided by the Rollover Shareholders that they are only prepared to partner with Power Energy and that they are not prepared to pursue or support any transaction in which they would sell or otherwise dispose of any of their respective interest in the Corporation to a third party;

(i) the confirmation provided by the Rollover Shareholders that they have entered into irrevocable Support and Voting Agreements (or "hard" lock up agreements) with Power Energy which do not permit the Rollover Shareholders to accept any competing proposals to acquire the Corporation, which agreements will remain in effect until April 26, 2018;

(j) the Board retains the ability, notwithstanding the non-solicitation provisions of the Arrangement Agreement, to engage in or participate in discussions or negotiations with a third-party making an Acquisition Proposal that constitutes or could reasonably be expected to constitute or lead to, a Superior Proposal, and, in certain circumstances, to consider, accept and enter into a definitive agreement with respect to such Superior Proposal, provided that the Corporation holds the Meeting as scheduled and pays the Corporation Termination Fee in an amount of $8 million if the Arrangement is not approved at the Meeting following the Corporation entering into such definitive agreement;

(k) the terms and conditions of the Arrangement Agreement, which were extensively negotiated by the Special Committee and the Corporation with the assistance of their respective legal and financial advisors, including the fact that the Corporation's and the Purchaser's representations, warranties and covenants and the conditions to completion of the Arrangement are, after consultation with the Special Committee's and the Corporation's legal advisors, reasonable in light of all applicable circumstances, including the price offered by the Purchaser;

(l) the likelihood that the transaction will receive the Regulatory Approvals under applicable Laws and on terms and conditions satisfactory to the Corporation and the Purchaser, including the advice of its legal and other advisors in connection with such Regulatory Approvals;

(m) the reasonable assurance that such Regulatory Approvals will be achieved within the timeframe set out in the Arrangement Agreement, and in any event prior to the Outside Date of October 31, 2017 or such later date as may be determined in accordance with the Arrangement Agreement;

(n) the Purchaser's obligation to complete the Arrangement is subject to a limited number of conditions, which the Special Committee, after consultation with the Corporation's legal advisors, believes are reasonable under the circumstances; and

(o) the fact that the Arrangement is not subject to due diligence or financing conditions and the Purchaser has provided the Corporation with evidence, including the Debt Commitment Letter and the Equity Commitment Letters, that it has arranged for fully committed financing that is not subject to unusual conditions.

The Special Committee is of the opinion that the Arrangement process affords satisfactory procedural fairness to the holders of Common Shares (other than the Rollover Shareholders), insofar as:

(a) the Special Committee conducted arm's-length negotiations with the Purchaser of the key economic terms of the Arrangement Agreement and oversaw the negotiation of other material terms of the Arrangement Agreement and the Arrangement;

(b) after extensive negotiations between the Special Committee and the Purchaser, the offer price was increased by more than 6% over the original proposal received;

(c) minority Shareholders will have an opportunity to vote on the Arrangement, which requires approval by at least (i) 66⅔% of the votes cast by the Shareholders represented at the Meeting in person or represented by proxy, and (ii) 50% of the votes cast by the holders of Common Shares (other than the Rollover Shareholders and Pierre Larochelle, the President and Chief Executive Officer of Power Energy) represented at the Meeting in person or represented by proxy;

(d) the Arrangement is subject to a determination of the Court that the Arrangement is fair and reasonable, both procedurally and substantively, to holders of securities of the Corporation;

(e) the Board retains the ability, in certain circumstances, to change its recommendation with respect to the proposed transaction provided that the Corporation pays the Corporation Termination Fee, and to consider, accept and enter into a definitive agreement with respect to a Superior Proposal, provided that the Corporation holds the Meeting as scheduled and pays the Corporation Termination Fee if the Arrangement is not approved at the Meeting following the Corporation entering into such definitive agreement;

(f) in the Special Committee's view, the Corporation Termination Fee would not preclude a third party from making a potential unsolicited Superior Proposal in respect of the Corporation;

(g) the appropriateness of the Corporation Termination Fee and right to match as an inducement to the Purchaser to enter into the Arrangement Agreement;

(h) registered holders of Common Shares may, upon compliance with certain conditions and in certain circumstances, exercise dissent rights and, if ultimately successful, receive fair value for their Common Shares as determined by a Court;

(i) a reverse termination fee of $8 million, the Purchaser Termination Fee, is payable to the Corporation by the Purchaser if the Arrangement is not completed as a result of the Equity Investment of Power Energy not being provided in certain circumstances;

(j) in the Special Committee's view, the terms of the Arrangement Agreement treat stakeholders of the Corporation fairly;

(k) the Arrangement is expected to benefit the employees of the Corporation based upon the Purchaser's plan and intention to honour and comply in all material respects with all of the obligations of the Corporation under employment agreements with current or former employees; and

(l) the Arrangement is otherwise expected to benefit the Corporation and other stakeholders.

The Special Committee also considered a number of potential risks and potential negative factors relating to the Arrangement, including the following:

(a) the risks to the Corporation if the Arrangement is not completed, including the costs to the Corporation in pursuing the Arrangement, the diversion of management's attention away from conducting the Corporation's business in the ordinary course and the potential impact on the Corporation's current business relationships (including with current, future and prospective employees, customers, suppliers and partners);

(b) that, if the Arrangement is successfully completed, the Corporation will no longer exist as an independent public company and the consummation of the Arrangement will eliminate the opportunity for holders of Common Shares to participate in potential longer term benefits of the business of the Corporation that might result from future growth and the potential achievement of the Corporation's long-term plans to the extent that those benefits, if any, exceed the benefits reflected in the consideration to be received under the Arrangement and with the understanding that there is no assurance that any such long term benefits will in fact materialize;

(c) that the Special Committee has not conducted a public solicitation process or formal "market check" prior to entering into the Arrangement Agreement, having regard to the fact that: (i) the transaction represents a significant premium to the prevailing market price of the Common Shares and the fact that the Arrangement Agreement allows the Corporation to respond to a Superior Proposal and enter into a definitive agreement in respect of such Superior Proposal provided that the Corporation holds the Meeting as scheduled and pays the Corporation Termination Fee if the Arrangement is not approved at the Meeting following the Corporation entering into such definitive agreement; (ii) the Rollover Shareholders indicated to the Special Committee that they would only be prepared to partner with Power Energy in connection with the proposed transaction and that they were not prepared to pursue any alternative proposals from third parties; and (iii) that the Rollover Shareholders would enter into irrevocable Support and Voting Agreements (or "hard" lock up agreements) pursuant to which they would agree to vote in favour of and support the completion of the Arrangement for a period of twelve (12) months;

(d) the conditions to the Purchaser's obligation to complete the Arrangement and the right of the Purchaser to terminate the Arrangement Agreement under certain limited circumstances;

(e) the prohibition contained in the Arrangement Agreement on the Corporation's ability to solicit additional interest from third parties, as well as the fact that if the Arrangement Agreement is terminated under certain circumstances, the Corporation must pay the Corporation Termination Fee to the Purchaser;

(f) the risk that conditions set forth in the Debt Commitment Letter or the Equity Commitment Letters (which latter risk is partially mitigated by the Purchaser Termination Fee in the amount of $8 million) will not be satisfied or that other events arise which would prevent the Purchaser from consummating the Arrangement;

(g) the restrictions imposed pursuant to the Arrangement Agreement on the conduct of the Corporation's business during the period between the Arrangement Agreement and the consummation of the Arrangement;

(h) the risk that Regulatory Approvals will not be obtained or will delay closing; and

(i) the fact that the Arrangement will be a taxable transaction and, as a result, holders of Common Shares will generally be required to pay taxes on any gains that result from their receipt of the consideration pursuant to the Arrangement.

The members of the Special Committee evaluated all the factors summarized above in light of their knowledge of the business and operations of the Corporation and in the exercise of their business judgment. The Special Committee did not find it practicable to quantify, rank or otherwise attempt to assign relative weights to the foregoing factors considered in its determination. In addition, in considering the factors described above, individual members of the Special Committee may have given different weights to various factors and may have applied different analysis to each of the material factors considered by the Special Committee. The Special Committee

placed particular emphasis on the fact that: (i) the offer price was increased by more than 6% over the original proposal received; (ii) the Rollover Shareholders indicated that they would enter into irrevocable Support and Voting Agreements (or "hard" lock up agreements) in favour of Power Energy which would not permit the Rollover Shareholders to accept any competing proposals to acquire the Corporation and would remain in effect for a period of 12 months following their signature date; (iii) the Formal Valuation; and (iv) the Fairness Opinions.

Fairness Opinions and Formal Valuation

In determining that the Arrangement is in the best interests of the Corporation and fair to the Shareholders (other than the Rollover Shareholders), the Special Committee considered, among other things, the CIBC Fairness Opinion and the PwC Fairness Opinion. The Fairness Opinions each state that, as at April 26, 2017, and subject to the assumptions, limitations and qualifications set forth in each respective opinion, the Consideration to be received by the Shareholders (other than the Rollover Shareholders) pursuant to the Arrangement is fair, from a financial point of view, to such Shareholders.

PwC also provided a Formal Valuation which concluded that, as at April 26, 2017, and subject to the assumptions, limitations and qualifications set forth therein, the fair market value of the Common Shares was in the range of $20.00 to $23.00 per Common Share.

The following summary of the Fairness Opinions and the Formal Valuation is qualified in its entirety by reference to the full text of the Fairness Opinions and the Formal Valuation attached to this Circular as Appendix C and Appendix D. Lumenpulse encourages you to read the Fairness Opinions and the Formal Valuation in their entirety. The Fairness Opinions and the Formal Valuation are not recommendations as to how any Shareholder should vote with respect to the Arrangement or any other matter.

CIBC Fairness Opinion

The Corporation entered into an engagement letter dated March 27, 2017 with CIBC (the "**CIBC Engagement Letter**") pursuant to which, among other things, CIBC agreed to provide the Corporation with an opinion as to the fairness, from a financial point of view, of the consideration to be received by holders of Common Shares (other than the Rollover Shareholders) pursuant to the Arrangement Agreement. On April 26, 2017, CIBC delivered its oral opinion to the Special Committee, subsequently confirmed in writing, to the effect that, as at that date, and subject to the assumptions, limitations and qualifications contained therein, the consideration to be received by holders of Common Shares (other than the Rollover Shareholders) pursuant to the Arrangement Agreement is fair, from a financial point of view, to such Shareholders.

The CIBC Fairness Opinion was one of a number of factors taken into consideration by the Special Committee in considering the Arrangement.

The full text of the CIBC Fairness Opinion, which sets forth, among other things, assumptions made, information reviewed, matters considered and limitations on the scope of the review undertaken in rendering the CIBC Fairness Opinion, as the case may be, is attached in Appendix C to this Circular. The CIBC Fairness Opinion addresses the fairness, from a financial point of view, of the Consideration to be received by the holders of Common Shares (other than the Rollover Shareholders) pursuant to the Arrangement Agreement, and does not address any other aspect of the Arrangement or any related transaction, including any legal, tax or regulatory aspects of the Arrangement to the Corporation or its Shareholders. The CIBC Fairness Opinion is addressed to the Special Committee for its exclusive use only in considering the Arrangement. The CIBC Fairness Opinion may not be relied upon by any other Person. The CIBC Fairness Opinion does not address the relative merits of the Arrangement as compared to any other strategic alternatives that may be available to the Corporation nor has CIBC been requested to identify, solicit, consider or develop any potential alternatives to the Arrangement.

The CIBC Fairness Opinion does not constitute a recommendation to any Shareholder as to how such Shareholder should act or vote on any matters relating to the Arrangement. This summary of the CIBC Fairness Opinion is qualified in its entirety by the full text of such opinion.

Pursuant to the terms of the CIBC Engagement Letter, CIBC is to be paid a fee for its services as financial advisor, including a fee for the CIBC Fairness Opinion and fees that are contingent on the completion of the Arrangement Agreement or certain other events. The Corporation has also agreed to indemnify CIBC against certain liabilities.

In the ordinary course of its business and subject always to compliance with applicable Securities Laws, CIBC may trade in the securities of the Corporation or any other entity or party that may be involved in the Arrangement, both for its own account or for the accounts of its customers and, accordingly, may at any time hold a long or short position in such securities.

Furthermore, in the ordinary course of its business and unrelated to the Arrangement, CIBC or its affiliates may provide investment banking, corporate banking, financial advisory and other financial services to the Corporation and/or other interested parties in the Arrangement in the future, for which CIBC or its affiliates may receive compensation.

Shareholders are urged to read the CIBC Fairness Opinion in its entirety. See Appendix C to the circular.

PwC Fairness Opinion and Formal Valuation

Mandate and Professional Fees

By letter of engagement dated March 27, 2017, PwC was engaged as professional advisor experienced in business and securities valuations to provide the Formal Valuation, pursuant to and in accordance with MI 61-101, with respect to the fair market value ("**FMV**") of the Common Shares. In addition, PwC was also engaged to provide a fairness opinion as to whether the Consideration under the Arrangement is fair, from a financial point of view, to the Shareholders, other than the Rollover Shareholders.

At the request of the Special Committee, PwC orally presented the substance and conclusions of the Formal Valuation and PwC Fairness Opinion at a meeting of the Special Committee held on April 26, 2017, namely that as of April 26, 2017 the FMV of the Common Shares is in the range of $20.00 to $23.00 per Common Share, and that the Consideration is fair, from a financial point of view, to the Shareholders, other than the Rollover Shareholders.

PwC is to receive a fee, as stipulated in its engagement agreement with the Special Committee, based strictly on the professional time expended on the engagement at its standard hourly rates, for the Formal Valuation and PwC Fairness Opinion. In addition, PwC is entitled to recover reasonable costs and expenses incurred in fulfilling its engagement. The fee payable to PwC is not contingent, in whole or in part, on whether the Arrangement is completed, or on the conclusions reached in the Formal Valuation and/or PwC Fairness Opinion, and PwC does not otherwise have a material financial interest in the completion of the Arrangement. In addition, pursuant to the engagement agreement, PwC will be indemnified by Lumenpulse under certain circumstances for liabilities arising in connection with its engagement.

Definition of Fair Market Value

As defined in MI 61-101, FMV means the monetary consideration that, in an open and unrestricted market, a prudent and informed buyer would pay to a prudent and informed seller, each acting at arm's length with the other and under no compulsion to act.

Assumptions, Limitations and Qualifications

The full texts of the Formal Valuation and PwC Fairness Opinion set out the assumptions made, matters considered, and limitations and qualifications on the review undertaken in connection with the Formal Valuation and PwC Fairness Opinion and attached in Appendix D to this Circular. Shareholders are urged to read the Formal Valuation and PwC Fairness Opinion carefully and in their entirety.

Scope of Work

In connection with the Formal Valuation and PwC Fairness Opinion, PwC has, among other things, reviewed, considered and, where considered appropriate, relied upon the following documents: (i) the Arrangement Agreement dated April 26, 2017, the Financing Letters, the Support and Voting Agreements, the Plan of Arrangement and the Purchaser Termination Fee Funding Agreement; (ii) the Annual Information Form of Lumenpulse dated June 21, 2016; (iii) the audited consolidated financial statements of Lumenpulse for the fiscal years ended April 30, 2014 to 2016 and unaudited consolidated financial statements for the nine-month period ended January 31, 2017; (iv) the financial forecast model of the Corporation for the financial years ending April 30, 2017

to 2022 (referred to as the five-year plan); (v) various documents and internal data supplied by Lumenpulse's management; (vi) certain publicly available financial, stock trading and transaction information obtained from various sources and financial databases; (vii) various documents and other relevant information from public sources related to Lumenpulse's industry; and (viii) discussions with Lumenpulse's management, CIBC, members of the Special Committee and NRF.

PwC Credentials

Drawing on the knowledge and skills of more than 223,000 people in 157 countries, PwC provides industry-focused assurance, tax and advisory services to build public trust and enhance value for clients and their stakeholders.

In Canada, PwC (www.pwc.com/ca) has more than 6,700 partners and staff in offices across the country. PwC's Canadian business valuation group was formed in 1970 and has been at the centre of business and security valuation activity since that time. Experienced professional personnel are located from coast to coast as part of the Valuations, Modelling & Disputes practice.

PwC has broad experience in completing and defending, when necessary, assignments involving the valuation of all types of entities and business interests for various purposes, including transactions subject to public scrutiny, the sale or purchase of an entity or assets by related parties, assistance in resolving shareholders' disputes, tax-based corporate reorganizations, estate planning and merger and acquisition activity.

Independence

The Special Committee was satisfied that PwC is qualified and competent to provide the services under its engagement letter and is independent of each of the "interested parties" within the meaning of MI 61-101.

PwC confirmed that it is not the current external auditor of Lumenpulse or any of the "interested parties", nor is PwC an associated or affiliated entity or "issuer insider" of Lumenpulse or of any of the "interested parties", and PwC has no material ownership position in Lumenpulse. PwC has not had a material involvement in an evaluation, appraisal or review of the financial condition of, or rendered any audit services to Lumenpulse or any of the "interested parties" in the past two years other than the services provided in the context of the Arrangement. There are no understandings, agreements or commitments between PwC and Lumenpulse or any of the "interested parties" with respect to any future business dealings in respect of which PwC has a material financial interest, nor has PwC been engaged to act as financial advisor to any of the "interested parties" in connection with the Arrangement. However, PwC, being a full-service accounting firm, has in the past been and may from time to time and in the ordinary course of its practice, be requested to provide accounting, tax and/or other advisory assignments for Lumenpulse or any of the "interested parties" regarding other matters. PwC confirmed that, to the best of its knowledge, after all due and reasonable inquiry, PwC has disclosed to the Special Committee all material facts that could reasonably be considered to be relevant to its qualifications and independence for the purposes of this engagement.

Determination of Fair Market Value

In preparing the Formal Valuation, PwC relied primarily on one main valuation approach, namely the discounted cash flow ("**DCF**") approach based on the significant growth in revenue and profitability of the Corporation. Other market approaches such as the comparable public companies method or precedent transaction methods were considered but not directly used by PwC as either primary or secondary valuation methods but were used to determine the terminal value of the business in the DCF.

The DCF approach takes into account the amount, timing and relative certainty of future unlevered free cash flows expected to be generated by Lumenpulse. The DCF approach requires that certain assumptions be made regarding, among other things, unlevered after-tax free cash flows, discount rate and terminal value. PwC developed a view of the unlevered after-tax free cash flows based on Lumenpulse management's prepared, budgeted, and forecast figures for revenue, earnings before interest, taxes, depreciation and amortization ("**EBITDA**"), non-cash working capital, sustaining capital expenditures and income taxes for the years 2017 to 2022. PwC determined an appropriate discount rate based on the theoretical calculation of such rate. PwC then determined a terminal value in year 2022 based on two approaches, using a capitalized cash flows method ("**CCF**") as well as an exit Enterprise Value / EBITDA multiple method ("**Exit Multiple**") to reflect a value for the business beyond the projection period. As the

DCF analysis is sensitive to several of the assumptions used, PwC performed sensitivity analyses on certain key assumptions.

To determine the Exit Multiple used in the terminal value of the DCF, PwC considered the comparable public companies method as well as the precedent transaction methods for the purposes of its analysis. PwC identified and reviewed the trading multiples of six U.S. public companies and seven European public companies which were deemed to be somewhat comparable to Lumenpulse. Factors such as profitability, comparability of assets, stage of development and size were considered, among other factors. PwC has also researched the prices paid for companies in precedent transactions in the same industry as Lumenpulse which are subject to arm's length transactions, to obtain a general measure of the relative value. In this respect, PwC has researched public transactions within the global lighting industry in Canada, the United States and Europe.

The following table presents the fair market value of the Common Shares resulting from the DCF method:

	Low		**High**	
Terminal value based on	CCF	Exit Multiple	CCF	Exit Multiple
Equity value per Common Share (fully diluted basis)	$19.43	$20.83	$22.15	$24.00
FMV per Common Share (fully diluted basis)	**$20.00**		**$23.00**	

Formal Valuation and PwC Fairness Opinion Conclusion

Based upon and subject to the scope of work and assumptions, limitations and qualifications described above, PwC is of the opinion that (i) as of April 26, 2017, the FMV of the Common Shares is in the range of $20.00 to $23.00 per Common Share on a fully diluted basis; and (ii) the Consideration under the Arrangement is fair, from a financial point of view, to the Shareholders (other than the Rollover Shareholders).

The full text of the Formal Valuation and PwC Fairness Opinion, setting out the assumptions made, matters considered, and limitations and qualifications on the review undertaken, are attached as Appendix D to this Circular. **Shareholders are urged to read the Formal Valuation and PwC Fairness Opinion in its entirety.**

The Formal Valuation and PwC Fairness Opinion do not address the strategic merits of the Arrangement, and do not provide assurance that the best possible price was obtained. The Formal Valuation and PwC Fairness Opinion were provided to the Special Committee for its use in considering the Arrangement and should not be construed as a recommendation to vote in favour of the Arrangement.

Shareholders' Approval of the Arrangement

At the Meeting, pursuant to the Interim Order, the Shareholders will be asked to vote to approve the Arrangement Resolution. The approval of the Arrangement Resolution will require the affirmative vote (the "**Required Shareholders' Approval**") of at least: (i) $66^{2/3}$% of the votes cast by Shareholders present in person or represented by proxy at the Meeting; and (ii) a simple majority of the votes cast by Minority Shareholders present in person or represented by proxy at the Meeting. See "Certain Legal Matters - Regulatory Matters - Securities Law Matters - Minority Shareholders".

Notwithstanding the approval by the Shareholders of the Arrangement Resolution in accordance with the foregoing, the Arrangement Resolution authorizes the Board to, without notice to or approval of the Shareholders, (i) amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement, and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and related transactions.

Support and Voting Agreements

The Rollover Shareholders, who collectively own or exercise control or direction over approximately 38% of the Common Shares, have entered into irrevocable Support and Voting Agreements whereby they have agreed to vote in favour of the Arrangement Agreement, support the completion of the Arrangement and vote against any other proposed transaction for a period of 12 months following their signature date. The covenants of the Rollover Shareholders pursuant to the Support and Voting Agreements include, among other things:

(a) at any meeting of Shareholders held to consider the Arrangement or any adjournment or postponement thereof, to exercise or cause to be exercised all voting rights attached to their Common Shares and any other Common Shares which the Rollover Shareholder may then beneficially own or on which it may then exercise control or direction (i) in favour of the Arrangement Resolution and any other matters which are necessary for the transactions contemplated by the Arrangement Agreement, and (ii) against any Acquisition Proposal (including any Superior Proposal) and/or any matter that could reasonably be expected to delay, prevent or frustrate the successful completion of the Arrangement or any of the transactions contemplated by the Arrangement Agreement;

(b) to deliver or cause to be delivered to the Corporation duly executed proxies voting (i) in favour of the approval of the Arrangement Resolution, and (ii) in favour of any other matter necessary for the consummation of transactions contemplated by the Arrangement Agreement;

(c) not to, directly or indirectly, exercise or cause to be exercised any rights of appraisal or rights of dissent in connection with the Arrangement, or the transactions contemplated by the Arrangement Agreement considered at the Meeting in connection therewith;

(d) not to take any action of which might reasonably be regarded, individually or in the aggregate, as likely to reduce the success of, or delay or interfere with, the completion of the Arrangement and any other transactions contemplated by the Arrangement Agreement;

(e) not to, directly or indirectly, (i) sell, transfer, gift, assign, grant a participation interest in, option, pledge, hypothecate, grant a security or voting interest in or otherwise convey or encumber, or enter into any agreement, option or other arrangement (including any profit sharing arrangement) with respect to such a transfer of any Common Shares to any person, other than a transfer to the Purchaser in connection with the Arrangement, (ii) grant any proxies or power of attorney, deposit any Common Shares into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to Common Shares, other than pursuant to the Support and Voting Agreement or (iii) agree to take any of the actions described in the foregoing clauses (i) and (ii);

(f) to cease and cause to be terminated any existing solicitation, discussion or negotiation commenced prior to the date of the Support and Voting Agreement with any person (other than the Purchaser and its affiliates) by the Rollover Shareholder or, if applicable, any Person that it controls or any of the officers, directors, employees, representatives or agents of the Rollover Shareholder with respect to any potential Acquisition Proposal, whether or not initiated by the Rollover Shareholder or any Person that it controls or any of its officers, directors, employees, representatives or agents; and

(g) to execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments and shall take all such other action necessary or as the Purchaser may reasonably request for the purpose of effectively carrying out the transactions contemplated by the Support and Voting Agreement and the Arrangement Agreement, including the transfer of their Common Shares to the Purchaser in consideration for the issuance of Purchaser Shares pursuant to the Arrangement.

The Support and Voting Agreements with the Rollover Shareholders terminate at the earliest of: (a) April 26, 2018 at 11:59 p.m. (Montreal Time), or (b) the Effective Time of the Arrangement. These Support and Voting Agreements may not be terminated by the Rollover Shareholders in the event of a Superior Proposal.

Certain directors and officers, namely Pierre Fitzgibbon, François Côté, Josée Perreault, Peter Timotheatos and Scott Santoro, who collectively own or exercise control or direction over approximately 1.4% of the Common Shares, have also entered into Support and Voting Agreements pursuant to which they have agreed, subject to the terms

thereof, to vote in favour of the Arrangement Resolution. See "Information Concerning Lumenpulse – Ownership of Shares". The covenants of such directors and officers of the Corporation pursuant to the Support and Voting Agreements include:

(a) at any meeting of Shareholders held to consider the Arrangement or any adjournment or postponement thereof, to exercise or cause to be exercised all voting rights attached to their Common Shares (i) in favour of the Arrangement and any other matters which are necessary for the consummation of the Arrangement, and (ii) against any proposed action or agreement which could impede, interfere with or delay, or in any way adversely affect the completion of the Arrangement and any other transactions contemplated by the Arrangement Agreement, including any transaction involving the acquisition by any other party of Common Shares, other voting securities of the Corporation or assets of the Corporation;

(b) if requested by the Purchaser, acting reasonably, to deliver or cause to be delivered to the Corporation duly executed proxies or voting instruction forms voting in favour of the Arrangement;

(c) not to, directly or indirectly, exercise or cause to be exercised any rights of appraisal, rights of dissent or rights to demand the repurchase of their Common Shares in connection with the Arrangement or otherwise oppose in any manner the treatment of any Common Shares pursuant to the Arrangement;

(d) not to take any action which could impede, interfere with or delay, or in any way adversely affect the completion of the Arrangement and any other transactions contemplated by the Arrangement Agreement;

(e) not to, directly or indirectly, acquire or seek to acquire Common Shares, or sell, assign, transfer, dispose of, hypothecate, alienate, grant a security interest in, encumber or tender to offer, transfer any economic interest (directly or indirectly) or otherwise convey any of their Common Shares, other than pursuant to the Arrangement; and

(f) not to, directly or indirectly, make or participate in or take any action that may reasonably be expected to result in or facilitate an Acquisition Proposal, or engage in any discussion, negotiation or inquiries that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal.

The Support and Voting Agreements entered into with certain directors and officers of the Corporation terminate on the date that the Arrangement Agreement is terminated in accordance with its terms.

Notwithstanding any provision of the Support and Voting Agreements to the contrary, the Shareholders shall not be limited or restricted in any way whatsoever in the exercise of his or her fiduciary duties as a director or officer of the Corporation, as applicable.

The Support and Voting Agreements entered into between the Purchaser and each of the Rollover Shareholders can be found on SEDAR at www.sedar.com and the form of Support and Voting Agreement for directors and officers of the Corporation is available in Schedule D of the Arrangement Agreement filed on SEDAR at www.sedar.com. The preceding is only a summary of the Support and Voting Agreements and is qualified in its entirety by reference to the full text of each of the Support and Voting Agreements.

Implementation of the Arrangement

The Arrangement will be implemented by way of a Court-approved plan of arrangement under the CBCA pursuant to the terms of the Arrangement Agreement.

Pursuant to the Arrangement, each of the following events shall occur and shall be deemed to occur sequentially as set out below without any further authorization, act or formality, in each case, unless stated otherwise, effective as at five minute intervals starting at the Effective Time:

(a) each Cashed Vested Option outstanding immediately prior to the Effective Time, notwithstanding the terms of the Stock Option Plan, shall, without any further action by or on behalf of the holder thereof, be deemed to be surrendered and transferred by such holder to the Corporation in exchange for a cash payment from the Corporation equal to the amount (if any) by which the Consideration exceeds the exercise price of such Option, less applicable withholdings, and such Option shall immediately be cancelled and, for greater

certainty, where such amount is a negative, neither the Corporation nor the Purchaser shall be obligated to pay the holder of such Option any amount in respect of such Option;

(b) each DSU, RSU or PSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the DSU Plan or the Stock Unit Plan, as applicable, shall, without any further action by or on behalf of the holder thereof, be deemed to be surrendered and transferred by such holder to the Corporation in exchange for a cash payment from the Corporation equal to the Consideration in respect of each DSU, RSU or PSU, in each case, less applicable withholdings, and each such DSU, RSU or PSU shall immediately be cancelled (for greater certainty, where a PSU is not earned and eligible to vest as of the Effective Time, the level of attainment of the Corporation's performance objective(s) shall be deemed to be 100% for the purpose of determining the number of Common Shares underlying such PSU);

(c) (i) each holder of Cashed Vested Options, DSUs, RSUs or PSUs shall cease to be a holder of such Cashed Vested Options, DSUs, RSUs or PSUs, (ii) such holder's name shall be removed from each applicable register, (iii) all agreements related to the Cashed Vested Options shall be terminated and shall be of no further force and effect; (iv) the DSU Plan and the Stock Unit Plan and all agreements relating to the DSUs, RSUs and PSUs shall be terminated and shall be of no further force and effect, and (v) such holder shall thereafter have only the right to receive the consideration to which it is entitled pursuant to the Arrangement at the time and in the manner specified in the Plan of Arrangement;

(d) each outstanding Common Share held by a Dissenting Shareholder in respect of which Dissent Rights have been validly exercised shall be deemed to have been transferred without any further act or formality by the holder thereof to the Purchaser (free and clear of all Liens), and (i) such Dissenting Shareholder shall cease to have any rights as a Shareholder other than the right to be paid the fair value of its Common Shares by the Purchaser in accordance with the Plan of Arrangement, (ii) the name of such holder shall be removed from the register of holders of Common Shares maintained by or on behalf of the Corporation, and (iii) the Purchaser shall be recorded as the holder of the Common Shares so transferred and shall be deemed to be the legal and beneficial owner thereof (free and clear of all Liens);

(e) each outstanding Common Share held by a Rollover Shareholder that is to be transferred to the Purchaser pursuant to such Rollover Shareholder's Support and Voting Agreement shall be transferred without any further act or formality by the holder thereof to the Purchaser (free and clear of all Liens) in exchange for one Purchaser Share, and (i) the holder of such Common Share shall cease to have any rights as a Shareholder, in respect of such Common Share so transferred, other than the right to receive one Purchaser Share per Common Share in accordance with the Plan of Arrangement, (ii) the name of such holder shall be removed from the register of holders of Common Shares maintained by or on behalf of the Corporation, in respect of such Common Share so transferred, and (iii) the Purchaser shall be recorded as the holder of the Common Shares so transferred and shall be deemed to be the legal and beneficial owner thereof (free and clear of all Liens);

(f) each outstanding Common Share (other than Common Shares held by the Dissenting Shareholders who have validly exercised such holder's Dissent Right, and other than Common Shares transferred to the Purchaser by the Rollover Shareholders pursuant to the Support and Voting Agreements) shall be transferred without any further act or formality by the holder thereof to the Purchaser (free and clear of all Liens) in exchange for the Consideration per Common Share, and (i) the holder of such Common Share shall cease to have any rights as a Shareholder other than the right to be paid the Consideration per Common Share in accordance with the Plan of Arrangement, (ii) the name of such holder shall be removed from the register of holders of Common Shares maintained by or on behalf of the Corporation, and (iii) the Purchaser shall be recorded as the holder of the Common Shares so transferred and shall be deemed to be the legal and beneficial owner thereof (free and clear of all Liens); and

(g) (i) the Stock Option Plan and any Option Agreement relating to Non-Cashed Options shall be amended, restated or supplemented as is necessary to take into account the privatization of the Corporation, including for purposes of modifying the method, conditions and restrictions of exercise of Non-Cashed Options, adding a cash settlement feature and modifying the valuation methodology, the termination and the amendment provisions, and (ii) each Non-Cashed Option outstanding immediately prior to the Effective Time shall, without any further action by or on behalf of the holder thereof, remain outstanding and

governed by the terms of the Stock Option Plan and any Option Agreement, in each case as amended in accordance with clause (i) of this paragraph.

The following procedural steps must be taken in order for the Arrangement to become effective: (a) the Required Shareholders' Approval must be obtained, (b) the Court must grant the Final Order approving the Arrangement, (c) all conditions precedent to the Arrangement, as set forth in the Arrangement Agreement, must be satisfied or waived by the appropriate party, including the receipt of the Competition Act Approval and the HSR Approval, and (d) the Final Order and Articles of Arrangement in the form prescribed by the CBCA must be filed with the Director.

Certain Effects of the Arrangement

If the procedural steps described above are taken and the Arrangement becomes effective, Shareholders will receive the Consideration for their Common Shares, the Corporation will amalgamate with the Purchaser, and the only shareholders of the amalgamated corporation will be Power Energy and the Rollover Shareholders. If the Arrangement is completed, the amalgamated corporation will be the sole beneficiary of the Corporation's future earnings and growth, if any, and will also bear the risks of ongoing operations, including the risks of any decrease in the Corporation's value after the Arrangement. As a result of the completion of the Arrangement, the amalgamated corporation will become a privately-held corporation, the Common Shares will cease to be listed on the TSX, and trading of the Common Shares in the public market will no longer be possible. In addition, the amalgamated corporation will make an application to terminate its status as a reporting issuer under Canadian provincial Securities Laws and will cease to file continuous disclosure documents with Canadian securities regulatory authorities.

Procedure for Exchange of Common Shares Certificates by Shareholders

Enclosed with this Circular is the form of Letter of Transmittal which, when properly completed and duly executed and returned together with the certificate(s) or DRS Advice(s) representing Common Shares and all other required documents, will enable each Shareholder (other than Rollover Shareholders and Dissenting Shareholders) to obtain the Consideration that such Shareholder is entitled to receive under the Arrangement.

The form of Letter of Transmittal contains complete instructions on how to exchange the certificate(s) or DRS Advice(s) representing your Common Shares for the Consideration under the Arrangement. You will not receive your Consideration under the Arrangement until after the Arrangement is completed and you have returned your properly completed documents, including the Letter of Transmittal, and the certificate(s) or copy of the DRS Advice(s) representing your Common Shares to the Depositary.

Only registered Shareholders are required to submit a Letter of Transmittal. If you are a beneficial owner holding your Common Shares through an intermediary, you should contact that intermediary for instructions and assistance and carefully follow any instructions provided to you by such intermediary.

From and after the Effective Time, all certificates or DRS Advice(s) that represented Common Shares immediately prior to the Effective Time will cease to represent any rights with respect to Common Shares and will only represent the right to receive the Consideration or, in the case of Dissenting Shareholders, the right to receive fair value for their Common Shares.

Any use of mail to transmit certificate(s) or DRS Advice(s) representing Common Shares and the Letter of Transmittal is at each holder's risk. Lumenpulse recommends that such certificate(s) or DRS Advice(s), and other documents be delivered by hand to the Depositary and a receipt therefore be obtained or that registered mail be used (with proper acknowledgment) and appropriate insurance be obtained.

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Common Shares has been lost, stolen or destroyed, the Shareholder should contact the Depositary and upon the making of an affidavit of that fact by the Shareholder claiming such certificate to be lost, stolen or destroyed, the Depositary will deliver in exchange for such lost, stolen or destroyed certificate, the Consideration to which the holder is entitled pursuant to the Plan of Arrangement. When authorizing such delivery in exchange for any lost, stolen or destroyed certificate, the Shareholder to whom such Consideration is to be issued and delivered shall, as a condition precedent to the delivery of such Consideration, give a bond satisfactory to the Depositary, Lumenpulse

and the Purchaser, each acting reasonably, in such sum as the Purchaser may direct, or otherwise indemnify the Depositary, Lumenpulse and the Purchaser in a manner satisfactory to the Depositary, Lumenpulse and the Purchaser, each acting reasonably, against any claim that may be made against the Depositary, Lumenpulse or the Purchaser with respect to the certificate alleged to have been lost, stolen or destroyed. See also the instructions in the Letter of Transmittal.

Payment of Consideration

Prior to the filing of the Articles of Arrangement, the Purchaser shall deposit, or arrange to be deposited, for the benefit of holders of Common Shares (other than the Rollover Shareholders in respect of Common Shares transferred to the Purchaser in exchange for Purchaser Shares, and the Dissenting Shareholders), cash with the Depositary in the aggregate amount equal to the payments in respect thereof required by the Plan of Arrangement, with the amount per Common Share in respect of which Dissent Rights have been exercised being deemed to be the Consideration per Common Share for this purpose, net of applicable withholdings for the benefit of the holders of such Common Shares. The cash deposited with the Depositary by or on behalf of the Purchaser shall be held in an interest-bearing account, and any interest earned on such funds shall be for the account of the Purchaser.

Upon surrender to the Depositary for cancellation of a certificate or DRS Advice which immediately prior to the Effective Time represented outstanding Common Shares that were transferred pursuant to the Plan of Arrangement, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the Shareholders represented by such surrendered certificate or DRS Advice shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder, the cash which such holder has the right to receive under the Arrangement for such Common Shares, less any amounts withheld pursuant to the Tax Act or any provision of any other Law, and any certificate so surrendered shall forthwith be cancelled.

As soon as practicable after the Effective Date, the Corporation shall pay the amounts, net of applicable withholdings, to be paid to holders of Cashed Vested Options, DSUs, RSUs and PSUs, either (i) in accordance with the normal payroll practices and procedures of the Corporation, or (ii) in the event that payment in accordance with the normal payroll practices and procedures of the Corporation is not practicable for any such holder, by cheque (delivered to such holder of Cashed Vested Options, DSUs, RSUs or PSUs, as applicable, as reflected on the register maintained by or on behalf of the Corporation in respect of the Cashed Vested Options, DSUs, RSUs and PSUs).

Until surrendered, each certificate or DRS Advice that immediately prior to the Effective Time represented Common Shares shall be deemed after the Effective Time to represent only the right to receive upon such surrender a cash payment in lieu of such certificate or DRS Advice as contemplated in the Plan of Arrangement, less any amounts withheld pursuant to the Tax Act or any provision of any other Law. Any such certificate or DRS Advice formerly representing Common Shares not duly surrendered on or before the sixth anniversary of the Effective Date shall cease to represent a claim by or interest of any former holder of Common Shares of any kind or nature against or in the Corporation or the Purchaser. On such date, all cash to which such former holder was entitled shall be deemed to have been surrendered to the Purchaser or the Corporation, as applicable, and shall be paid over by the Depositary to the Purchaser or as directed by the Purchaser.

Any payment made by way of cheque by the Depositary (or the Corporation, if applicable) in accordance with the Plan of Arrangement that has not been deposited or has been returned to the Depositary (or the Corporation) or that otherwise remains unclaimed, in each case, on or before the sixth anniversary of the Effective Time, and any right or claim to payment hereunder that remains outstanding on the third anniversary of the Effective Time, shall cease to represent a right or claim of any kind or nature and the right of the holder to receive the applicable consideration for the Common Shares, the Cashed Vested Options, the DSUs, the RSUs and the PSUs in accordance with the Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to the Purchaser or the Corporation, as applicable, for no consideration.

No holder of Common Shares, Cashed Vested Options, DSUs, RSUs or PSUs shall be entitled to receive any consideration with respect to such Common Shares, Cashed Vested Options, DSUs, RSUs or PSUs other than any cash payment to which such holder is entitled to receive in accordance with the Arrangement and the Plan of Arrangement. No holder of Non-Cashed Options shall be entitled to receive any consideration with respect to such Non-Cashed Options (other than the right to maintain such Non-Cashed Options in accordance with the

Arrangement and the terms of any Option Agreement and the Stock Option Plan, in each case, as amended, restated or supplemented in accordance with the Plan of Arrangement).

Each of the Corporation, the Purchaser and the Depositary shall be entitled to deduct and withhold from any amount payable to any person under the Plan of Arrangement such amounts as the Corporation, the Purchaser or the Depositary determine, acting reasonably, are required or permitted to be deducted and withheld with respect to such payment under the Tax Act, the United States *Internal Revenue Code of 1986* or any provision of any other Law and shall remit such deduction and withholding with the appropriate Governmental Entity. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the person in respect of which such withholding was made.

Expenses of the Arrangement

Lumenpulse estimates that expenses in the aggregate amount of approximately $3,200,000 will be incurred by Lumenpulse in connection with the Arrangement, including legal, financial advisory, accounting, proxy solicitation, filing fees and costs, the cost of preparing, printing and mailing this Circular and fees in respect of the Fairness Opinions and the Formal Valuation. Except as otherwise expressly provided in the Arrangement Agreement (including the Corporation Termination Fee and the Purchaser Termination Fee), the parties to the Arrangement Agreement agreed that all out-of-pocket expenses of the parties relating to the Arrangement Agreement or the transactions contemplated thereby shall be paid by the party incurring such expenses.

Sources of Funds for the Arrangement

The total amount of funds required by the Purchaser to complete the Arrangement will be obtained by the Purchaser through a combination of the Debt Financing and the Equity Investments.

Debt Financing

Pursuant to a debt commitment letter dated April 26, 2017 (the "**Debt Commitment Letter**"), a Canadian Chartered Bank (the "**Lender**") has agreed to make available to the Purchaser, subject to the conditions described below, a 5-year non-revolving term facility in the principal amount of $100,000,000 (the "**Senior Facility**"). The proceeds of the Senior Facility will be used to finance a portion of the total consideration payable by the Purchaser in connection with the Arrangement.

The obligation of the Lender to provide the financing contemplated by the Debt Commitment Letter is subject to customary conditions, including, but not limited to, the following:

- the execution of definitive documentation giving effect to the Senior Facility and a subordination agreement;
- the availability to the Purchaser of a non-revolving term subordinated facility in the principal amount of $25,000,000 (the "**Subordinated Facility**"), which will be used to finance the earn-out payment related to the acquisition of Fluxwerx completed by the Corporation in March 2016 and which is to be made by the Corporation following the closing of the Arrangement (the Lender has provided to the Purchaser a debt commitment letter with respect to such Subordinated Facility, with respect to which the condition precedents to drawdown are limited to those of the Debt Commitment Letter);
- the pro forma funded debt to EBITDA ratio to be of not more than 5.25;
- the closing of the Senior Facility;
- the consummation of the Arrangement;
- no Material Adverse Effect having occurred since the date of the Arrangement Agreement;
- the representations and warranties of the Purchaser in the credit agreements to be entered into with the Lender being true and correct in all material respects;

- the representations and warranties of the Corporation in the Arrangement Agreement being true and correct as of the Effective Time, but only to the extent necessary for the purposes of satisfying the Corporation's closing conditions set forth in the Arrangement Agreement; and

- the absence of any amendment, modification or waiver of the Arrangement Agreement that is materially adverse to the Lender without the prior written consent of the Lender.

The obligation of the Lender to provide the financing contemplated by the Debt Commitment Letter will terminate on the Outside Date if the conditions precedents have not been met on such date, and the Lender may terminate its obligations in the event a condition is not satisfied prior to the Outside Date.

The obligations of the Purchaser under the Senior Facility will be secured, subject to permitted liens and other agreed upon exceptions, by, in the case of the Senior Facility, a perfected first-priority security interest, and, in the case of the Subordinated Facility, a perfected second-priority security interest, in each case in substantially all of the present and after acquired assets of the Purchaser and its Subsidiaries designated as guarantors.

The agreement governing the Senior Facility is expected to contain customary representations and warranties and customary affirmative and negative covenants, including, among other things, a positive covenant of the Purchaser to amalgamate with the Corporation at the end of the Business Day during which the first borrowing will occur, restrictions on additional security interests, indebtedness, fundamental changes, assets dispositions, capital expenditures, acquisitions, distribution or repayment of indebtedness, financial assistances except between guarantors, derivative transactions, and a cap on management fees. Financial and reporting covenants will also be included as well as customary events of default.

Equity Investments

On April 26, 2017, the Purchaser entered into equity commitment letters (the "**Equity Commitment Letters**") with each of Power Energy and Mica3 (an entity controlled by Michel Ringuet, a director of the Corporation) (collectively, the "**Equity Funding Parties**") pursuant to which the Equity Funding Parties have agreed to make direct or indirect cash equity investments in the Purchaser in a maximum aggregate amount of $277,000,000 in the case of Power Energy (such amount to be reduced, as applicable, in the event that the Purchaser does not require the full amount by reason of the Purchaser having obtained funds from other sources) and $3,000,000 in the case of Mica3 (collectively, the "**Equity Investments**") to finance a portion of the total consideration payable by the Purchaser in connection with the Arrangement.

The obligation of the Equity Funding Parties to provide the Equity Investments contemplated by the Equity Commitment Letters is subject to, among other things, the satisfaction of all conditions precedent to the Purchaser's obligation to consummate the Arrangement under the Arrangement Agreement and the receipt by the Purchaser (concurrently or substantially concurrently with, or prior to, the Closing) of the proceeds of the Debt Financing under the Debt Commitment Letter and the direct or indirect contribution of Common Shares by the Rollover Shareholders. The Equity Investment of Mica3 is also subject to the receipt by the Purchaser of the proceeds of the Equity Investment of Power Energy. However, the Equity Investment of Power Energy is not subject to the receipt by the Purchaser of the proceeds of the Equity Investment of Mica3. The obligations of the Equity Funding Parties under the Equity Commitment Letters will terminate upon the earliest to occur of the (a) consummation of the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, or (b) termination of the Arrangement Agreement or the Support and Voting Agreements entered into by the Rollover Shareholders, in accordance with their terms.

Interests of Certain Persons in the Arrangement

In considering the recommendations of the Special Committee and the Board with respect to the Arrangement, Shareholders should be aware that certain of the directors and officers of Lumenpulse have interests in connection with the Arrangement as described below that may be in addition to, or separate from, those of Shareholders generally in connection with the Arrangement. The Special Committee and the Board are aware of these interests and considered them along with other matters described herein.

Interest of Rollover Shareholders in the Arrangement

The Arrangement is supported by a group of Rollover Shareholders, including François-Xavier Souvay, the Chairman, President and Chief Executive Officer of the Corporation, Nicolas Bélanger and Michel Ringuet, who sit on the Board of Directors of the Corporation, Yvan Hamel, Executive Vice President and Chief Product Officer of the Corporation, Tim Berman, President of Fluxwerx, a wholly-owned Subsidiary of the Corporation, Lance Howitt, Vice President, Sales & Marketing of Fluxwerx, Dario Nistri, Managing Director of Exenia, a wholly-owned Subsidiary of the Corporation, and certain other employees of Exenia, who collectively own or exercise control or direction over approximately 38% of the Common Shares and have agreed pursuant to their respective Support and Voting Agreements to transfer Common Shares to the Purchaser in exchange for Purchaser Shares as part of the Arrangement. See "Information concerning the Purchaser Parties - The Rollover Shareholders" and "Information concerning Lumenpulse - Ownership of Securities - Situation following Completion of Arrangement".

In addition, Placements Mica3 Inc. (an entity controlled by Michel Ringuet, a director of the Corporation) has agreed to provide equity financing to the Purchaser in a maximum aggregate amount of $3 million to be funded by way of direct or indirect cash equity investments in the Purchaser pursuant to an Equity Commitment Letter. See "The Arrangement - Sources of Funds for the Arrangement - Equity Investments".

Change of Control Benefits

The employment agreement of each of the executive officers of the Corporation provides for a severance payment equal to 12 to 24 months of base salary plus any short-term incentive bonus (at target amounts) in the event of termination of employment other than for cause, whether or not such termination occurs following a change of control of the Corporation. In the event of termination of employment other than for cause within 12 months following a change of control of the Corporation, the employment agreement of each of the executive officers of the Corporation also provides for the immediate vesting of unvested Options, PSUs and RSUs, with the value of the payout of PSUs being at 100%, and an extended period of 12 months to exercise Options after the date of termination. In the case of François-Xavier Souvay (Chairman, President and Chief Executive Officer), Peter Timotheatos (Executive Vice President and Chief Financial Officer) and Nicolas Vanasse (Executive Vice President, Chief Legal Officer and Corporate Secretary), these change of control provisions also apply in the event of a change in their responsibilities during the 12-month period following a change of control.

Messrs. Souvay and Timotheatos each agreed to waive the application of the change of control provisions in their respective employment agreements in connection with the Arrangement, subject, in the case of Mr. Timotheatos, to the accelerated vesting of all of his unvested Options upon closing of the Arrangement. Mr. Timotheatos has indicated his intention to elect that all of his Options remain outstanding and not be cashed-out in connection with the Arrangement.

In connection with the Arrangement, the Corporation entered into termination agreements with each of Mr. Vanasse and Julie Lamontagne (Senior Vice President, Human Resources) pursuant to which their employment will terminate on or shortly after completion of the Arrangement and the Corporation has agreed to pay them $2,541,548 and $895,315, respectively, in severance and transaction related payments (including cash payment to surrender vested or unvested Options, PSUs and RSUs as part of the Arrangement), in addition to accrued and unpaid salary, bonuses and benefits payable pursuant to their respective employment agreements.

Indemnification and Insurance

The Arrangement Agreement provides that, prior to the Effective Time, the Corporation shall and, if the Corporation is unable after using commercially reasonable efforts, the Purchaser shall cause the Corporation to, as of the Effective Time, obtain and fully pay the premium for the extension of the directors' and officers' liability coverage of the Corporation's and its Subsidiaries' existing directors' and officers' insurance policies for a claims reporting or run-off and extended reporting period and claims reporting period of at least six years from and after the Effective Time with respect to any claim related to any period of time at or prior to the Effective Time from the Corporation's current insurance carriers or an insurance carrier with the same or better credit rating with respect to directors' and officers' liability insurance. The Arrangement Agreement also includes a covenant of the Purchaser to cause the Corporation or the applicable Subsidiary of the Corporation to honour all rights to indemnification or exculpation now existing in favour of present and former employees, officers and directors of the Corporation and its Subsidiaries to the extent that they are contained in their articles or disclosed in the Corporation Disclosure Letter.

Holdings in Common Shares, Options, RSUs, PSUs and DSUs

The Common Shares, Options, RSUs, PSUs and DSUs held by the directors and executive officers of Lumenpulse are listed under "Information Concerning Lumenpulse - Ownership of Securities". Except for the Common Shares transferred by the Rollover Shareholders to the Purchaser in exchange for Purchaser Shares, the Common Shares, Options, RSUs, PSUs and DSUs held by the directors and executive officers of Lumenpulse will be treated in the same fashion under the Arrangement as Common Shares, Options, RSUs, PSUs and DSUs held by any other holder. This includes, (i) in respect of vested Options, the right to either receive a cash payment from the Corporation for each vested Option in an amount equal to $21.25, less the applicable exercise price in respect of such Option, or continue to hold vested Options following the Arrangement, (ii) in respect of unvested Options, the right to continue to hold unvested Options following the Arrangement, and (iii) in respect of RSUs, PSUs or DSUs, whether vested or unvested, the right to receive a cash payment from the Corporation for each unit equal to the amount of $21.25 (and where a PSU is not earned and eligible to vest as of the Effective Time, the level of attainment of the performance objective(s) shall be deemed to be 100% for the purpose of determining the number of Shares underlying such PSU). See "Information concerning Lumenpulse - Ownership of Securities - Situation following Completion of Arrangement".

Intentions of Directors and Executive Officers

The Rollover Shareholders, who collectively own or exercise control or direction over approximately 38% of the Common Shares, have entered into irrevocable Support and Voting Agreements whereby they have agreed to vote in favour of the Arrangement Agreement, support the completion of the Arrangement and vote against any other proposed transaction for a period of 12 months following their signature date. Certain other directors and officers who collectively own or exercise control or direction over approximately 1.4% of the Common Shares, have also entered into Support and Voting Agreements pursuant to which they have agreed, subject to the terms thereof, to vote in favour of the Arrangement Resolution. To the knowledge of the Corporation, the other directors and officers who hold Common Shares and whom were not requested to sign Support and Voting Agreements in connection with the Arrangement intend to vote in favour of the Arrangement Resolution. See "The Arrangement - Support and Voting Agreements".

Arrangements between Lumenpulse and Security Holders

Except as otherwise described in this Circular, Lumenpulse has not made or proposed to be made any agreement, commitment or understanding with a security holder of Lumenpulse relating to the Arrangement.

INFORMATION CONCERNING THE PURCHASER PARTIES

The Purchaser

The Purchaser was incorporated under the CBCA and is a direct wholly-owned Subsidiary of Power Energy. The Purchaser has not engaged in any business other than in connection with the Arrangement and related transactions. The Purchaser's registered office is located at 751 Square-Victoria, Montreal, Québec, H2Y 2J3.

The total amount of funds required to complete the Arrangement will be obtained by the Purchaser pursuant to the Debt Commitment Letter with the Lender and the Equity Commitment Letters with the Equity Funding Parties. See "The Arrangement - Sources of Funds for the Arrangement".

Power Energy

Power Energy Corporation is a wholly-owned Subsidiary of Power Corporation of Canada established in 2012, with an objective to invest in the sustainable and renewable energy sector. Power Energy invests in and develops companies that can provide stable and growing long-term recurring cash flows. Power Energy currently holds investments in two companies: Potentia Renewables Inc., a renewable energy power producer active in North America, and Eagle Creek Renewable Energy, a U.S.-based owner and operator of hydropower facilities. Power Energy's registered office is located at 751 Square-Victoria, Montreal, Québec, H2Y 2J3.

The Rollover Shareholders

The Arrangement is supported by a group of Rollover Shareholders, including François-Xavier Souvay, the Chairman, President and Chief Executive Officer of the Corporation, Nicolas Bélanger and Michel Ringuet, who sit on the Board of Directors of the Corporation, Yvan Hamel, Executive Vice President and Chief Product Officer of the Corporation, Tim Berman, President of Fluxwerx, a wholly-owned Subsidiary of the Corporation, Lance Howitt, Vice President, Sales & Marketing of Fluxwerx, Dario Nistri, Managing Director of Exenia, a wholly-owned Subsidiary of the Corporation, and certain other employees of Exenia, who collectively own or exercise control or direction over approximately 38% of the Common Shares and have agreed pursuant to their respective Support and Voting Agreements to transfer Common Shares to the Purchaser in exchange for Purchaser Shares as part of the Arrangement.

The following table shows the names of the Shareholders constituting the Rollover Shareholders as of the date hereof and, for each Rollover Shareholder, the number of Common Shares held or over which control or direction is exercised as of the date hereof and the number of Common Shares to be transferred to the Purchaser in exchange for Purchaser Shares as part of the Arrangement (the "**Rollover Shares**").

Rollover Shareholder	Number of Common Shares held	Number of Rollover Shares
François-Xavier Souvay[(1)]	4,175,003[(2)]	4,175,003
Nicolas Bélanger[(3)]	13,007	13,007
Fiducie Largo[(4)]	2,621,308	2,621,308
Winch Management Ltd.[(4)]	461,425	461,425
W2 Investments Inc.[(4)]	294,940	294,940
Groupe W Inc.[(4)]	29,600	29,600
Placements Mica3 Inc.[(5)]	300,000	300,000
Yvan Hamel[(6)]	330,224[(7)]	306,695
Tim Berman[(8)]	547,330[(9)]	547,330
Lance Howitt[(10)]	405,577[(11)]	405,577
Dario Nistri[(12)]	66,245	66,245
Nadia Nistri[(13)]	54,824	54,824
Danilo Corri[(13)]	20,559	20,559
Paolo Tacchini[(13)]	20,559	20,559
Giuseppe Mattolini[(13)]	20,559	20,559
Alberto Calzolari[(13)]	18,275	18,275
Andrea Conti[(13)]	15,990	15,990
Daniele Caini[(13)]	11,422	11,422
Fonds de solidarité FTQ Investissements Croissance I, S.E.C.	454,862	454,862

(1) François-Xavier Souvay is the Chairman, President and Chief Executive Officer of the Corporation.

(2) 13 Common Shares held beneficially and of record by François-Xavier Souvay, 20,100 Common Shares held beneficially and of record by Gabriel Souvay and 20,100 Common Shares held beneficially and of record by Jacob Souvay, and 2,781,032 Common Shares held of record by Fiducie familiale François-Xavier Souvay, 1,035,311 Common Shares held of record by Fiducie familiale Souvay-Labrie and 318,447 Common Shares held of record by Gestion FXS Inc.

(3) Nicolas Bélanger is a director of the Corporation.

(4) Mr. Bélanger exercises control over the Common Shares held by these entities.

(5) Entity controlled by Michel Ringuet, a director of the Corporation.

(6) Yvan Hamel is the Executive Vice President and Chief Product Officer of the Corporation.

(7) 329,599 Common Shares held of record by Fiducie Yvan Hamel and 625 Common Shares held beneficially and of record by Jacob G. Hamel.

(8) Tim Berman is the President of Fluxwerx, a wholly-owned Subsidiary of the Corporation.

(9) 1,736 Common Shares held beneficially and of record by Tim Berman, 544,994 Common Shares held of record by TJ Berman Holdings Ltd. and 600 Common Shares held beneficially and of record by Jordan Berman.

(10) Lance Howitt is the Vice President, Sales & Marketing of Fluxwerx, a wholly-owned Subsidiary of the Corporation.

(11) Common Shares held of record by Probity Holdings Inc.

(12) Dario Nistri is the Managing Director of Exenia, a wholly-owned Subsidiary of the Corporation.

(13) These individuals are employees of Exenia, a wholly-owned Subsidiary of the Corporation.

INFORMATION CONCERNING LUMENPULSE

General

Founded in 2006, Lumenpulse designs, develops, manufactures and sells a wide range of high performance and sustainable specification-grade LED lighting solutions for commercial, institutional and urban environments. Lumenpulse develops its solutions by combining a wide range of highly configurable LED fixtures with its superior control systems and its patented and proprietary control, binning, dimming, thermal management and anidolic optical technologies. Lumenpulse's products cover multiple lighting applications and offer numerous configurations, allowing specifiers (i.e., architects, engineers, landscape architects and lighting designers) to solve various lighting challenges, from small office interiors to large stadiums and resorts. Lumenpulse has approximately 670 employees worldwide, with corporate headquarters in Montreal, Canada, and offices in Vancouver, Québec City, Boston, Paris, Florence, London and Manchester. Lumenpulse's head office is located at 1751 Richardson Street, Suite 1505, Montreal, Québec, Canada, H3K 1G6.

Description of Share Capital

Lumenpulse's authorized share capital consists of an unlimited number of Common Shares and an unlimited number of preferred shares, issuable in series. All classes of shares in the capital of Lumenpulse are without nominal or par value. As at May 10, 2017, there were 25,941,748 Common Shares and no preferred shares issued and outstanding.

Dividend Policy

Lumenpulse has not paid any dividends on the Common Shares since its initial public offering in April 2014. In accordance with the Arrangement Agreement, Lumenpulse will not declare or pay dividends or any other distributions on the Common Shares until the completion of the Arrangement.

Ownership of Securities

The names of the directors, executive officers and other insiders of Lumenpulse, the positions held by them with Lumenpulse and the number and percentage of outstanding Common Shares beneficially owned, or over which control or direction is exercised, directly or indirectly, by each of them and, where known after reasonable enquiry, by their respective associates or affiliates, are set out in the following table. The table also sets out the number of Options, DSUs, RSUs and PSUs held by each of them, prior to the Arrangement:

Name	Position with Lumenpulse	Common Shares	% of Common Shares	Options	DSUs	RSUs	PSUs
François-Xavier Souvay	Chairman, President and Chief Executive Officer	4,175,003[(1)]	16.1%	–	–	51,293	51,293
Nicolas Bélanger	Director	3,420,280[(2)]	13.2%	–	12,161	–	–
François Côté	Director	18,368[(3)]	0.1%	–	12,444	–	–
Pierre Fitzgibbon	Director	17,813	0.1%	–	6,735	–	–
Pierre Larochelle	Director	20,469	0.1%	–	14,404	–	–
Josée Perreault	Director	9,200	0.0%	–	2,708	–	–
Michel Ringuet	Director	301,000[(4)]	1.2%	–	12,161	–	–
Tim Berman	President of Fluxwerx	547,330[(5)]	2.1%	–	–	7,420	7,420

Name	Position with Lumenpulse	Common Shares	% of Common Shares	Options	DSUs	RSUs	PSUs
Greg Campbell	Senior Vice President and Chief Technology Officer	214	0.0%	115,500[6]	–	8,107	9,671
Jean Clermont	Senior Vice President, Manufacturing Operations	1,705[7]	0.0%	60,000[8]	–	7,923	7,923
Yvan Hamel	Executive Vice President and Chief Product Officer	330,224[9]	1.3%	35,714	–	7,916	7,916
Lance Howitt	Vice President, Sales & Marketing of Fluxwerx	405,577[10]	1.6%	–	–	3,748	3,748
Sébastien Jegado	Vice President, Sales & Marketing EMEA	925	0.0%	15,655[11]	–	–	–
Julie Lamontagne	Senior Vice President, Human Resources	–	–	43,398[12]	–	2,956	2,956
Dario Nistri	Managing Director of Exenia	66,245	0.3%	–	–	–	–
Patrick Robitaille	President of the Lumenarea brand	325	0.0%	27,560[13]	–	464	464
Scott Santoro	Vice President, Design of Fluxwerx	316,857	1.2%	–	–	2,241	2,241
Brandon M. Siemion	Senior Vice President, Sales Americas	23,927[14]	0.1%	495,000	–	10,984	11,374
Peter Timotheatos	Executive Vice President and Chief Financial Officer	5,000	0.0%	120,270[15]	–	7,422	7,422
Nicolas Vanasse	Executive Vice President, Chief Legal Officer and Corporate Secretary	–	–	107,143	–	9,070	9,070

(1) 13 Common Shares held beneficially and of record by François-Xavier Souvay, 20,100 Common Shares held beneficially and of record by Gabriel Souvay, 20,100 Common Shares held beneficially and of record by Jacob Souvay, 2,781,032 Common Shares held of record by Fiducie familiale François-Xavier Souvay, 1,035,311 Common Shares held of record by Fiducie familiale Souvay-Labrie and 318,447 Common Shares held of record by Gestion FXS Inc.

(2) 13,007 Common Shares held beneficially and of record by Nicolas Bélanger and 2,621,308 Common Shares held of record by Fiducie Largo, 29,600 Common Shares held of record by Groupe W Inc., 461,425 Common Shares held of record by Winch Management Ltd. and 294,940 Common Shares held of record by W2 Investments Inc.

(3) 15,287 Common Shares held beneficially and of record by François Côté and 3,081 Common Shares held beneficially and of record by Monique Légaré.

(4) 300,000 Common Shares held of record by Placements Mica3 Inc. as well as 1,000 Common Shares held beneficially and of record by two associates of Michel Ringuet, namely Jean-Christophe Ringuet and Marc Éric Ringuet, who hold beneficially and of record 500 Common Shares each.

(5) 1,736 Common Shares held beneficially and of record by Tim Berman, 544,994 Common Shares held of record by TJ Berman Holdings Ltd. and 600 Common Shares held beneficially and of record by Jordan Berman.

(6) 45,000 Options remain unvested.

(7) 1,055 Common Shares held beneficially and of record by Jean Clermont and 650 Common Shares held beneficially and of record by Lyne Leclair.

(8) 12,945 Options remain unvested.

(9) 329,599 Common Shares held of record by Fiducie Yvan Hamel and 625 Common Shares held beneficially and of record by Jacob G. Hamel.

(10) Common Shares held of record by Probity Holdings Inc., an entity controlled by Mr. Howitt.

(11) 4,296 Options remain unvested.

(12) 14,233 Options remain unvested. These Options will vest upon completion of the Arrangement. See "The Arrangement - Interests of Certain Persons in the Arrangement - Change of Control Benefits".

(13) 2,808 Options remain unvested.

(14) 20,927 Common Shares held beneficially and of record by Brandon M. Siemion and 3,000 Common Shares held of record by Brandon M. Siemion 2014 Irrevocable Trust, an entity controlled by Mr. Siemion.

(15) 70,259 Options remain unvested. These Options will vest upon completion of the Arrangement. See "The Arrangement - Interests of Certain Persons in the Arrangement - Change of Control Benefits".

Situation following Completion of Arrangement

The table below sets out, to the knowledge of the directors and executive officers of Lumenpulse, the number of Purchaser Shares and Non-Cashed Options to be held, or over which control or direction is to be exercised, following the completion of the Arrangement and the consideration to be received in connection with the Arrangement by each of the directors, executive officers and other insiders of Lumenpulse:

Name	Position with Lumenpulse	Purchaser Shares	Non-Cashed Options	Value of Common Shares sold	Value of Cashed Options	Value of DSUs, RSUs and PSUs	Total consideration
François-Xavier Souvay	Chairman, President and Chief Executive Officer	4,175,003[(1)]	–	–	–	$2,179,953	$2,179,953
Nicolas Bélanger	Director	3,420,280[(2)]	–	–	–	$258,421	$258,421
François Côté	Director	–	–	$390,320	–	$264,435	$654,755
Pierre Fitzgibbon	Director	–	–	$378,526	–	$143,119	$521,645
Pierre Larochelle	Director	–	–	$434,966	–	$306,085	$741,051
Josée Perreault	Director	–	–	$195,500	–	$57,545	$253,045
Michel Ringuet	Director	300,000[(3)]	–	$21,250	–	$258,421	$279,671
Tim Berman	President of Fluxwerx	547,330[(4)]	–	–	–	$315,350	$315,350
Greg Campbell	Senior Vice President and Chief Technology Officer	–	85,000	$4,548	$512,400	$377,783	$894,731
Jean Clermont	Senior Vice President, Manufacturing Operations	–	47,500	$36,231	$174,250	$336,728	$547,209
Yvan Hamel	Executive Vice President and Chief Product Officer	306,695[(5)]	35,714	$499,991	–	$336,430	$836,421
Lance Howitt	Vice President, Sales & Marketing of Fluxwerx	405,577[(6)]	–	–	–	$159,290	$159,290
Sébastien Jegado	Vice President, Sales & Marketing EMEA	–	15,655	$19,656	–	–	$19,656
Julie Lamontagne	Senior Vice President, Human Resources	–	–	–	$522,685	$125,630	$648,315
Dario Nistri	Managing Director of Exenia	66,245	–	–	–	–	–
Patrick Robitaille	President of the Lumenarea brand	–	26,560	$6,906	$16,800	$19,720	$43,426
Scott Santoro	Vice President, Design of Fluxwerx	–	–	$6,733,211	–	$95,243	$6,828,454
Brandon Siemion	Senior Vice President, Sales Americas	–	247,500	$508,449	$4,158,000	$475,108	$5,141,557
Peter Timotheatos	Executive Vice President and Chief Financial Officer	–	120,270	$106,250	–	$315,435	$421,685
Nicolas Vanasse	Executive Vice President, Chief Legal Officer and Corporate Secretary	–	–	–	$1,493,573	$385,475	$1,879,048

(1) 13 Common Shares held beneficially and of record by François-Xavier Souvay, 20,100 Common Shares held beneficially and of record by Gabriel Souvay, 20,100 Common Shares held beneficially and of record by Jacob Souvay, and 2,781,032 Common Shares held of record by Fiducie familiale François-Xavier Souvay, 1,035,311 Common Shares held of record by Fiducie familiale Souvay-Labrie and 318,447 Common Shares held of record by Gestion FXS Inc.

(2) 13,007 Common Shares held beneficially and of record by Nicolas Bélanger and 2,621,308 Common Shares held of record by Fiducie Largo, 29,600 Common Shares held of record by Groupe W Inc., 461,425 Common Shares held of record by Winch Management Ltd. and 294,940 Common Shares held of record by W2 Investments Inc.

(3) Common Shares held of record by Placements Mica3 Inc.

(4) 1,736 Common Shares held beneficially and of record by Tim Berman, 544,994 Common Shares held of record by TJ Berman Holdings Ltd. and 600 Common Shares held beneficially and of record by Jordan Berman.

(5) 306,070 Common Shares held of record by Fiducie Yvan Hamel and 625 Common Shares held beneficially and of record by Jacob G. Hamel.

(6) Common Shares held of record by Probity Holdings Inc.

Commitments to Acquire Securities of Lumenpulse

Except as otherwise described in this Circular, none of Lumenpulse and its directors and executive officers or, to the knowledge of the directors and executive officers of Lumenpulse, any of their respective associates or affiliates, any other insiders of Lumenpulse or their respective associates or affiliates or any person acting jointly or in concert with Lumenpulse has made any agreement, commitment or understanding to acquire securities of Lumenpulse.

Previous Purchases and Sales

Other than the Common Shares issued pursuant to the exercise of Options, no Common Shares or other securities of Lumenpulse have been purchased or sold by Lumenpulse during the 12-month period preceding the date of this Circular.

Previous Distributions

Except as disclosed below, no Common Shares were distributed by prospectus during the five-year period preceding the date of this Circular:

Date	Nature of Distribution	Number of Common Shares	Price per Common Share	Proceeds to Issuer or Selling Shareholder(s)
April 15, 2014	Initial public offering	6,250,000	$16.00	$100,000,000
April 17, 2014	Initial public offering (over-allotment option)	937,500	$16.00	$15,000,000
October 7, 2014	Secondary offering[1]	3,408,204	$19.50	$66,459,978

(1) The Common Shares were sold by Fiducie familiale François-Xavier Souvay, an entity controlled by François-Xavier Souvay, the Chairman, President and Chief Executive Officer of the Corporation; Groupe W Inc., an entity that holds Common Shares over which control or direction is exercised by Nicolas Bélanger, a director of the Corporation; Philippe Racine and 9300-3374 Québec Inc., an entity controlled by him; Nicolas Occhionero and 9300-3762 Québec Inc. and Fiducie familiale Nicolas Occhionero, entities controlled by him; Yvan Hamel, Executive Vice President and Chief Product Officer of the Corporation, and Guylaine Gagné, David G. Hamel and Jacob G. Hamel, his immediate family members; Stepworth Holdings, Inc., a privately-held investment company; and XPND Fund L.P. The Corporation did not receive any proceeds from the sale of Common Shares under such secondary offering.

Trading in Common Shares

The Common Shares are listed and posted for trading on the TSX under the symbol "LMP". The following table summarizes the high and low closing market prices and the trading volumes of the Common Shares on the TSX for each of the periods indicated:

	Price Range		
Month	High	Low	Volume
May 2017 (to May 10, 2017)	$21.14	$21.07	1,891,582
April 2017	$21.15	$11.30	3,482,347
March 2017	$17.82	$12.10	902,360
February 2017	$18.10	$17.00	301,467
January 2017	$19.00	$17.40	375,798
December 2016	$19.14	$16.60	898,790
November 2016	$17.33	$15.40	386,622
October 2016	$16.92	$16.01	$235,227

The closing price per Common Share on April 26, 2017, the last full trading day on the TSX before the public announcement of the proposed Arrangement was $11.44.

Interest of Informed Persons in Material Transactions

Except as otherwise described elsewhere in this Circular, to the knowledge of the directors and executive officers of Lumenpulse, no director or officer of Lumenpulse, or person who beneficially owns, or controls or directs, directly or indirectly, more than 10% of the Common Shares, or director or officer of such person, or associate or affiliate of the foregoing has any interest, direct or indirect, in any transaction since the commencement of Lumenpulse's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect Lumenpulse or any of its subsidiaries.

Material Changes in the Affairs of Lumenpulse

Except as described in this Circular, the directors and executive officers of Lumenpulse are not aware of any plans or proposals for material changes in the affairs of Lumenpulse.

Additional Information

Additional financial and other information relating to Lumenpulse is included in its most recent audited annual and unaudited interim financial statements, annual and quarterly management's discussion and analysis and other continuous disclosure documents which are available on SEDAR at www.sedar.com. Additional copies of this Circular and the documents referred to in the preceding sentence are available upon written request to the Corporate Secretary of Lumenpulse, without charge where applicable. The most recent unaudited interim financial statements will be sent without charge to any Shareholder requesting them.

ARRANGEMENT AGREEMENT

The Arrangement Agreement and the Plan of Arrangement are the legal documents that govern the Arrangement. This section of this Circular describes the material provisions of the Arrangement Agreement but does not purport to be complete and may not contain all of the information about the Arrangement Agreement that is important to you. This summary is qualified in its entirety by the Arrangement Agreement and the Plan of Arrangement, which are available on SEDAR at www.sedar.com. We encourage you to read the Arrangement Agreement in its entirety. The Arrangement Agreement establishes and governs the legal relationship between Lumenpulse and the Purchaser with respect to the transactions described in this Circular. It is not intended to be a source of factual, business or operational information about Lumenpulse or the Purchaser.

Covenants

Conduct of Business of Lumenpulse

The Corporation has covenanted and agreed that, during the period from the date of the Arrangement Agreement until the earlier of the Effective Time and the time that the Arrangement Agreement is terminated in accordance with its terms, the Corporation shall, and shall cause each of its Material Subsidiaries to, conduct business in the ordinary course, and Lumenpulse shall, and shall cause its Material Subsidiaries, to use commercially reasonable efforts to preserve intact the current business organization of the Corporation and its Material Subsidiaries, keep available the services of the employees, contractors and agents of the Corporation and its Material Subsidiaries and maintain good relations with, and the goodwill of, suppliers, customers, landlords, licensors, lessors, creditors, distributors and all other Persons having business relationships with the Corporation or any of its Material Subsidiaries, except as set out in the Corporation Disclosure Letter, as required or permitted by the Arrangement Agreement, as required by Law or a Governmental Entity or with the prior written consent of the Purchaser, acting reasonably. Shareholders should refer to the Arrangement Agreement for details regarding the additional negative and affirmative covenants given by the Corporation in relation to the conduct of its business prior to the Effective Time.

Covenants of Lumenpulse Regarding the Arrangement

The Corporation shall, and shall cause its Material Subsidiaries to, perform all obligations required or advisable to be performed by the Corporation or its Material Subsidiaries under the Arrangement Agreement, cooperate with the Purchaser in connection therewith, and shall use its commercially reasonable efforts to perform all such other actions as may be necessary or advisable in order to consummate or make effective, as soon as reasonably

practicable, the Arrangement and, without limiting the generality of the foregoing, the Corporation shall, and shall cause each of its Material Subsidiaries to:

(a) use its commercially reasonable efforts to satisfy all mutual conditions precedent and additional conditions precedent to the obligations of the Purchaser set forth in the Arrangement Agreement and carry out the terms of the Interim Order and Final Order applicable to it and comply promptly with all requirements imposed by Law on it or its Material Subsidiaries with respect to the Arrangement Agreement or the Arrangement;

(b) use its commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Entities from it relating to the Arrangement;

(c) prepare and file, as promptly as practicable, all necessary documents, registrations, statements, petitions, filings and applications for the Regulatory Approvals and use its commercially reasonable efforts to obtain and maintain all Regulatory Approvals, and provide or submit all documentation and information that is required or advisable in connection with obtaining the Regulatory Approvals;

(d) use its commercially reasonable efforts to, upon reasonable consultation with the Purchaser, oppose, lift or rescind any injunction, restraining or other order, decree, judgment or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the Arrangement and defend, or cause to be defended, any proceedings to which it or any of its Material Subsidiaries is a party or brought against it or any of its Material Subsidiaries or any of their directors or officers challenging the Arrangement or the Arrangement Agreement;

(e) use commercially reasonable efforts to obtain and maintain as soon as practicable all Third Party Consents;

(f) not take any action, or refraining from taking any commercially reasonable action, or permitting any action to be taken or not taken, which is inconsistent with the Arrangement Agreement or the Arrangement or which would reasonably be expected to prevent, delay or otherwise impede the consummation of the Arrangement or the transactions contemplated by the Arrangement Agreement, other than as permitted under the Arrangement Agreement; and

(g) assist in obtaining the resignations and releases (in a form satisfactory to the Purchaser, acting reasonably) of each member of the Board and each member of the board of directors of the Corporation's Subsidiaries to the extent requested by the Purchaser, and causing them to be replaced by Persons nominated by the Purchaser effective as of the Effective Time, subject to these directors obtaining a satisfactory release in their favour from the Purchaser, the Corporation and the relevant Subsidiaries.

Covenants of the Purchaser Regarding the Arrangement

The Purchaser shall perform all obligations required or advisable to be performed by it under the Arrangement Agreement, cooperate with the Corporation in connection therewith, and shall use its commercially reasonable efforts to perform all such other actions as may be necessary or advisable in order to consummate and make effective, as soon as reasonably practicable, the Arrangement and, without limiting the generality of the foregoing, the Purchaser shall:

(a) use its commercially reasonable efforts to satisfy the mutual conditions precedent and additional conditions precedent to the obligations of the Corporation set forth in Arrangement Agreement and carry out the terms of the Interim Order and Final Order applicable to it and comply promptly with all requirements imposed by Law on it with respect to the Arrangement Agreement or the Arrangement;

(b) use its commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Entities from it relating to the Arrangement or the transactions contemplated by the Arrangement Agreement;

(c) prepare and file, as promptly as practicable, all necessary documents, registrations, statements, petitions, filings and applications for the Regulatory Approvals and use its commercially reasonable efforts to obtain

and maintain all Regulatory Approvals, and provide or submit all documentation and information that is required or advisable in connection with obtaining the Regulatory Approvals;

(d) use its commercially reasonable efforts, upon reasonable consultation with the Corporation, to oppose, lift or rescind any injunction, restraining or other order, decree, judgment or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the Arrangement and defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers and challenging the Arrangement or the Arrangement Agreement; and

(e) not take any action, or refraining from taking any commercially reasonable action, or permitting any action to be taken or not taken, which is inconsistent with the Arrangement Agreement or which would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the Arrangement or the transactions contemplated by the Arrangement Agreement, other than as permitted under the Arrangement Agreement.

Financing

Each of the Corporation and its Subsidiaries shall, and each shall use its commercially reasonable efforts to cause their affiliates and Representatives to, provide cooperation (including with respect to timeliness) in connection with the arrangement of the Debt Financing as may be reasonably requested by the Purchaser, all at the sole cost and expense of the Purchaser.

The Purchaser has covenanted and agreed to use its reasonable best efforts to take, or cause to be taken, all actions and shall use its reasonable best efforts to do, or cause to be done, all things necessary or advisable to: (i) comply with all of the Purchaser's obligations under the Financing Letters; (ii) satisfy on a timely basis (or obtain a waiver of) all material terms and conditions applicable to the Purchaser set forth in the Financing Letters and that are within its control; (iii) maintain in effect the Financing Letters, negotiate and enter into definitive agreements with respect to the Debt Commitment Letter on the terms and conditions contemplated by the Debt Commitment Letter or on other terms acceptable to the Purchaser which would not be reasonably expected to materially delay or prevent the Closing; and (iv) consummate the Financing pursuant to the Financing Letters.

If any portion of the Debt Financing described in the Debt Commitment Letter becomes unavailable on the terms and conditions described above, the Purchaser shall promptly notify the Corporation and use its reasonable best efforts to obtain alternative debt financing from alternative sources; provided, however, that the Purchaser shall not be required to obtain debt financing which in the Purchaser's reasonable judgment includes terms which, taken as a whole, are materially less advantageous to the Purchaser, in each case relative to those set forth in the Debt Commitment Letter.

Access to Information; Confidentiality

Subject to Law and the Confidentiality Agreements, Lumenpulse has agreed and covenanted to give and cause its Material Subsidiaries to give, to the Purchaser and its Representatives, upon reasonable notice, reasonable access to its and its Material Subsidiaries' books and records, contracts and financial and operating data or other information with respect to the assets or business of the Corporation as the Purchaser or its Representatives may from time to time reasonably request in connection with strategic and integration planning and for any other reasons reasonably relating to the transactions contemplated herein, so long as the access does not unduly interfere with the conduct of the business of the Corporation.

Insurance and Indemnification

Prior to the Effective Time, the Corporation shall and, if the Corporation is unable after using commercially reasonable efforts, the Purchaser shall cause the Corporation to, as of the Effective Time, obtain and fully pay the premium for the extension of the directors' and officers' liability coverage of the Corporation's and its Subsidiaries' existing directors' and officers' insurance policies for a claims reporting or run-off and extended reporting period and claims reporting period of at least six years from and after the Effective Time with respect to any claim related to any period of time at or prior to the Effective Time from the Corporation's current insurance carriers or an insurance carrier with the same or better credit rating with respect to directors' and officers' liability insurance. In addition, the Purchaser shall cause the Corporation or the applicable Subsidiary of the Corporation to honour all

rights to indemnification or exculpation now existing in favour of present and former employees, officers and directors of the Corporation and its Subsidiaries to the extent that they are contained in their articles or disclosed in the Arrangement Agreement and acknowledged that such rights, to the extent that they are contained in their articles or disclosed in the Corporation Disclosure Letter, shall survive the completion of the Plan of Arrangement and shall continue in full force and effect in accordance with their terms.

Representations and Warranties

The Arrangement Agreement contains certain representations and warranties of Lumenpulse relating to the following: organization and qualification; corporate authorization; execution and binding obligation; governmental authorization; no conflict / non-contravention; capitalization; shareholders' and similar agreements; Subsidiaries; Securities Law matters; financial statements; financial books and records; disclosure controls and internal control over financial reporting; auditor; no undisclosed liabilities; related party transactions; absence of certain changes or events; compliance with Laws; authorizations and licenses; Fairness Opinions; Formal Valuation; brokers; Board and Special Committee approvals; material contracts; real property; personal property; intellectual property; litigation; environmental matters; employees; employee plans; insurance; taxes; money laundering; anti-corruption; and funds available.

The Arrangement Agreement also contains certain representations and warranties of the Purchaser relating to the following: organization and qualification; corporate authorization; execution and binding obligation; governmental authorization; non-contravention; litigation; security ownership; capitalization; assets and liabilities; Financing; agreements with Rollover Shareholders; Purchaser Termination Fee Funding Agreement; and *Investment Canada Act*.

Conditions to Closing

Mutual Conditions Precedent

Lumenpulse and the Purchaser are not required to complete the Arrangement unless each of the following conditions is satisfied on or before the Effective Time, which conditions may only be waived with the mutual consent of the Parties:

(a) the Arrangement Resolution has been approved and adopted by the Shareholders at the Meeting in accordance with the Interim Order;

(b) the Interim Order and the Final Order have each been obtained on terms consistent with the Arrangement Agreement, and have not been set aside or modified in a manner unacceptable to either Lumenpulse or the Purchaser, each acting reasonably, on appeal or otherwise;

(c) no Law is in effect (whether temporary, preliminary or permanent) which prevents, prohibits or makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins the Corporation or the Purchaser from consummating the Arrangement or any of the other transactions contemplated in the Arrangement Agreement;

(d) the Articles of Arrangement to be filed with the Director under the CBCA in accordance with the Arrangement shall be in a form and content satisfactory to the Corporation and the Purchaser, each acting reasonably;

(e) the Competition Act Approval and the HSR Approval have been obtained and have not been rescinded or modified.

Conditions in Favour of the Purchaser

The Purchaser is not required to complete the Arrangement unless each of the following conditions is satisfied on or prior to the Effective Time, which conditions are for the exclusive benefit of the Purchaser and may only be waived, in whole or in part, by the Purchaser in its sole discretion:

(a) (i) the representations and warranties of the Corporation set forth in the Arrangement Agreement are true and correct as of the Effective Time, except to the extent that the failure or failures of such representations and warranties to be so true and correct, individually or in the aggregate, has not had or would not reasonably be expected to have a Material Adverse Effect (and, for this purpose, any reference to "material", "Material Adverse Effect" or other concepts of materiality in such representations and warranties shall be ignored), (ii) certain specified fundamental representations and warranties of the Corporation set forth in the Arrangement Agreement are true and correct in all material respects as of the Effective Time (or in all respects as of the Effective Time if already qualified by reference to "material", "Material Adverse Effect" or other concepts of materiality), and (iii) the representations and warranties of the Corporation set forth in the Arrangement Agreement in respect of the number of securities of the Corporation outstanding as of the date of the Arrangement Agreement are true and correct as of the Effective Time in all but *de minimis* respects, in each case except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date, and the Corporation has delivered a certificate confirming same to the Purchaser, executed by two senior officers of the Corporation (in each case without personal liability) addressed to the Purchaser and dated the Effective Date;

(b) the Corporation has fulfilled or complied in all material respects with each of the covenants of the Corporation contained in the Arrangement Agreement to be fulfilled or complied with by it on or prior to the Effective Time, and has delivered a certificate confirming same to the Purchaser, executed by two senior officers of the Corporation (in each case without personal liability) addressed to the Purchaser and dated the Effective Date;

(c) there shall be no action or proceeding pending before any Governmental Entity by any Person (other than the Purchaser) that is reasonably likely to: (i) cease trade, enjoin, prohibit, or impose any material limitations or conditions on, the Purchaser's ability to acquire, hold, or exercise full rights of ownership over, any Common Shares, including the right to vote the Common Shares; (ii) impose material terms or conditions on completion of the Arrangement or on the ownership or operation by the Purchaser of the business or assets of the Corporation or any of its Material Subsidiaries, or compel the Purchaser to dispose of or hold separate any of the business or assets of the Purchaser, any of its affiliates, the Corporation or any of its Material Subsidiaries as a result of the Arrangement; or (iii) prevent the consummation of the Arrangement, or if the Arrangement is consummated, have a Material Adverse Effect;

(d) Dissent Rights have not been exercised with respect to more than 10% of the issued and outstanding Common Shares excluding, for the purpose of such calculation, the issued and outstanding Common Shares held by the Rollover Shareholders, and the Corporation shall have delivered a certificate confirming same to the Purchaser, executed by two senior officers of the Corporation (in each case without personal liability) addressed to the Purchaser and dated the Effective Date; and

(e) since April 26, 2017, there shall not have occurred a Material Adverse Effect.

Notwithstanding anything to the contrary in the Arrangement Agreement, the Purchaser shall be deemed to have waived satisfaction of the relevant condition in respect of a breach of representation, warranty or covenant of the Corporation, if any of the Purchaser, the Equity Funding Parties, the Rollover Shareholders or any of their respective Representatives had actual knowledge of the breach of the representation or warranty as of the date of the Arrangement Agreement, or the breach of covenant is the result of any action or failure to take any action by any such Person in its capacity as director or officer of the Corporation after the date of the Arrangement Agreement.

Conditions in Favour of Lumenpulse

Lumenpulse is not required to complete the Arrangement unless each of the following conditions is satisfied on or before the Effective Time, which conditions are for the exclusive benefit of Lumenpulse and may only be waived, in whole or in part, by Lumenpulse in its sole discretion:

(a) the representations and warranties of the Purchaser set forth in the Arrangement Agreement are true and correct in all material respects as of the Effective Time, except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date, except where the failure of such representations and warranties to be true and correct, individually or in the aggregate, would not materially impede completion of the Arrangement, and the Purchaser has delivered a certificate confirming same to the Corporation, executed by two senior officers of the Purchaser (in each case without personal liability) addressed to the Corporation and dated the Effective Date;

(b) the Purchaser has fulfilled or complied in all material respects with each of the covenants of the Purchaser contained in the Arrangement Agreement to be fulfilled or complied with by them on or prior to the Effective Time, and the Purchaser has delivered a certificate confirming same to the Corporation, executed by two senior officers of the Purchaser (in each case without personal liability) addressed to the Corporation and dated the Effective Date; and

(c) subject to obtaining the Final Order and the satisfaction or waiver of the other conditions precedent contained herein in its favour (other than conditions which, by their nature, are only capable of being satisfied as of the Effective Time), the Purchaser has deposited or caused to be deposited with the Depositary in escrow in accordance with the Arrangement Agreement the funds required to effect payment in full of the aggregate Consideration to be paid pursuant to the Arrangement.

Acquisition Proposals

Non-Solicitation

Lumenpulse agreed pursuant to the Arrangement Agreement that, except as expressly provided in the non-solicitation provisions of the Arrangement Agreement the Corporation shall not, and shall cause its Subsidiaries not to, directly or indirectly, through any of its Representatives or affiliates, or otherwise, and shall not permit any such Person to:

(a) solicit, assist, initiate, encourage or otherwise facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(b) enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser, the Equity Funding Parties, the Rollover Shareholders and their affiliates) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal, provided that the Corporation may (i) advise any Person of the restrictions of the Arrangement Agreement, and (ii) advise any Person making an Acquisition Proposal that the Board has determined that such Acquisition Proposal does not constitute a Superior Proposal, in each case if, in so doing, no other information that is prohibited from being communicated under the Arrangement Agreement is communicated to such Person;

(c) make a Change in Recommendation;

(d) accept, approve, endorse, recommend or publicly propose to accept endorse or recommend, or take no position or remain neutral with respect to, any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to a publicly announced, or otherwise publicly disclosed, Acquisition Proposal for a period of no more than five Business Days following such public announcement or public disclosure will not be considered to be in violation of the Corporation's non-solicitation obligations or in the event that the Meeting is scheduled to occur within such five Business Day period, prior to the third Business Day prior to the date of the Meeting); or

(e) accept or enter into or publicly propose to accept or enter into any agreement, understanding or arrangement with any Person (other than the Purchaser) in respect of an Acquisition Proposal (other than a confidentiality agreement permitted by and in accordance with the Arrangement Agreement).

The Corporation will promptly notify the Purchaser, at first orally, and then promptly and in any event within 24 hours in writing, of any Acquisition Proposal, inquiry, proposal, offer or request, including a description of its terms and conditions, the identity of all Persons making the Acquisition Proposal, inquiry, proposal, offer or request, and copies of documents, correspondence or other material received in respect of, from or on behalf of any such Person. The Corporation will keep the Purchaser fully informed of the status of developments and negotiations with respect to such Acquisition Proposal, inquiry, proposal, offer or request, including any changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer or request and will provide to the Purchaser copies of all material correspondence if in writing or electronic form, and if not in writing or electronic form, a description of the material terms of such correspondence communication to the Corporation by or on behalf of any Person making such Acquisition Proposal, inquiry, proposal, offer or request.

Responding to an Acquisition Proposal

Notwithstanding the non-solicitation provisions in the Arrangement Agreement, if at any time prior to obtaining the Required Shareholders' Approval, the Corporation receives an unsolicited written Acquisition Proposal, the Corporation may (a) contact the Person making such Acquisition Proposal and its Representatives solely for the purpose of clarifying such Acquisition Proposal so as to determine whether such Acquisition Proposal constitutes or could reasonably be expected to constitute or lead to, a Superior Proposal, and (b) engage in or participate in discussions or negotiations with such Person regarding such Acquisition Proposal, and may provide copies of, access to or disclosure of confidential information, properties, facilities, or books and records, provided that if and only if:

(a) the Special Committee first determines in good faith, after consultation with its financial advisors and its outside legal counsel, that such Acquisition Proposal constitutes, or would reasonably be expected to constitute a Superior Proposal;

(b) such Person making the Acquisition Proposal was not restricted from making such Acquisition Proposal pursuant to an existing confidentiality, standstill, non-disclosure, use, business purpose or similar restriction with the Corporation or any of its Subsidiaries;

(c) the Corporation has been, and continues to be, in compliance with its obligations under the non-solicitation provisions under the Arrangement Agreement;

(d) prior to providing any such copies, access, or disclosure, the Corporation enters into a confidentiality and standstill agreement with such Person that contains a customary standstill provision and that is otherwise on terms that are no less favourable to the Corporation than those found in the Confidentiality Agreements, and any such copies, access or disclosure provided to such Person shall have already been (or simultaneously be) provided to the Purchaser; and

(e) the Corporation promptly provides the Purchaser with: (i) prior written notice stating the Corporation's intention to participate in such discussions or negotiations and to provide such copies, access or disclosure; (ii) prior to providing any such copies, access or disclosure, a true, complete and final executed copy of the confidentiality and standstill agreement referred to in paragraph (d) above; and (iii) any material non-public information concerning the Corporation or its Subsidiaries provided to such other Person which was not previously provided to the Purchaser.

The Parties acknowledge that the furnishing of certain competitively sensitive information to competitors of the Corporation and of its Subsidiaries would be materially prejudicial to the Corporation and its Subsidiaries and, accordingly, no such information shall be disclosed to any Person that the Special Committee, acting reasonably, determines to be a competitor of the Corporation or of any of its Subsidiaries. Notwithstanding the foregoing, such information may be disclosed on a confidential basis to external advisors and experts retained by any such competitor of the Corporation or of its Subsidiaries, who enter into agreements reasonably satisfactory to the Corporation, that such information will not be provided or communicated to the competitor, its officers, directors, financing sources or other Representatives.

Right to Match

If the Corporation receives an Acquisition Proposal that constitutes a Superior Proposal prior to the approval of the Arrangement Resolution by the Shareholders, the Board may (based upon, *inter alia*, the recommendation of the Special Committee), subject to compliance with the termination provisions of the Arrangement Agreement, enter into a definitive agreement with respect to such Superior Proposal or withdraw or modify the Board recommendation to vote in favour of the Arrangement Resolution (the "**Board Recommendation**"), if and only if:

(a) the Person making the Superior Proposal was not restricted from making such Superior Proposal pursuant to an existing confidentiality, standstill, non-disclosure, use, business purpose or similar restriction with the Corporation or any of its Subsidiaries;

(b) the Corporation has been, and continues to be, in compliance with its non-solicitation obligations under the Arrangement Agreement;

(c) the Corporation has delivered to the Purchaser a written notice of the determination of the Board that such Acquisition Proposal constitutes a Superior Proposal and of the intention of the Board to enter into such definitive agreement with respect to such Superior Proposal or withdraw or modify the Board Recommendation, together with a written notice from the Board regarding the value and financial terms that the Board, in consultation with its financial advisors, has determined should be ascribed to any non-cash consideration offered under such Superior Proposal (the "**Superior Proposal Notice**");

(d) the Corporation has provided the Purchaser a copy of the proposed definitive agreement for the Superior Proposal and all supporting materials, including any financing documents supplied to the Corporation in connection therewith;

(e) at least five full Business Days (the "**Matching Period**") have elapsed from the date that is the later of the date on which the Purchaser received the Superior Proposal Notice and the date on which the Purchaser received all of the materials provided by the Corporation to the Purchaser in accordance with paragraph (d) above;

(f) during any Matching Period, the Purchaser has had the opportunity (but not the obligation) to offer to amend the Arrangement Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal;

(g) after the Matching Period, the Board (i) has determined in good faith, after consultation with the Corporation's outside legal counsel and financial advisors, that such Acquisition Proposal continues to constitute a Superior Proposal (if applicable, compared to the terms of the Arrangement as proposed to be amended by the Purchaser pursuant to the Arrangement Agreement), and (ii) has determined in good faith, after consultation with its outside legal counsel, that the failure by the Board to recommend that the Corporation enter into a definitive agreement with respect to such Superior Proposal or withdraw or modify the Board Recommendation would be inconsistent with its fiduciary duties; and

(h) such Superior Proposal does not require the Corporation or any other Person to seek to interfere with the attempted successful completion of the Arrangement (including requiring the Corporation to delay, adjourn, postpone or cancel the Meeting) or provide for the payment of any break, termination or other fees or expenses or confer any rights or options to acquire assets or securities of the Corporation or any of its Subsidiaries to any Person in the event that the Corporation or any of its Subsidiaries completes the Arrangement.

The rights and obligations of the Corporation as to any Superior Proposal do not limit in any way the obligation of the Corporation under the Arrangement Agreement to continue to take all reasonable steps necessary to hold the Meeting and to cause the Arrangement to be voted on at the Meeting.

During the Matching Period, or such longer period as the Corporation may approve in writing for such purpose: (a) the Board shall review any offer made by the Purchaser to amend the terms of the Arrangement Agreement and the Arrangement in good faith in order to determine whether such proposal would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal; and (b) the

Corporation shall negotiate in good faith with the Purchaser to make such amendments to the terms of the Arrangement Agreement, the Plan of Arrangement or the Financing as would enable the Purchaser to proceed with the transactions contemplated by the Arrangement Agreement on such amended terms. If the Board determines (based upon, *inter alia*, the recommendation of the Special Committee) that such Acquisition Proposal would cease to be a Superior Proposal, the Corporation shall promptly so advise the Purchaser and the Corporation and the Purchaser shall amend the Arrangement Agreement to reflect such offer made by the Purchaser, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing.

Each successive amendment or modification to any Acquisition Proposal that results in an increase in, or modification of, the consideration (or value of such consideration) to be received by the Shareholders or other material terms or conditions thereof shall constitute a new Acquisition Proposal for the purposes of the right to match provisions of the Arrangement Agreement, and the Purchaser shall be afforded a new full five Business Day Matching Period from the later of the date on which the Purchaser received the Superior Proposal Notice and the date on which the Purchaser received the proposed definitive agreement for the Superior Proposal and all supporting materials with respect to the new Superior Proposal from the Corporation.

The Board shall promptly reaffirm the Board Recommendation (based upon, *inter alia*, the recommendation of the Special Committee) by press release after any Acquisition Proposal which the Board has determined not to be a Superior Proposal is publicly announced or publicly disclosed or the Board determines that a proposed amendment to the terms of the Arrangement Agreement, the Plan of Arrangement or the Financing would result in an Acquisition Proposal no longer being a Superior Proposal. The Corporation shall provide the Purchaser and its outside legal counsel with a reasonable opportunity to review and comment on the form and content of any such press release and shall make all reasonable amendments to such press release as requested by the Purchaser and its counsel.

If the Corporation provides a Superior Proposal Notice to the Purchaser on a date that is less than 10 Business Days before the Meeting, the Corporation shall upon request from the Purchaser, acting reasonably, postpone the Meeting to a date that is not more than 15 Business Days after the scheduled date of the Meeting, but in any event to a date that is not later than five Business Days prior to the Outside Date.

Termination of the Arrangement Agreement

The Arrangement Agreement may be terminated prior to the Effective Time by:

(a) mutual written agreement of Lumenpulse and the Purchaser;

(b) either Lumenpulse or the Purchaser, if:

  (i) the Required Shareholders' Approval is not obtained at the Meeting in accordance with the Interim Order; provided that a Party may not terminate the Arrangement Agreement if the failure to obtain the Required Shareholders' Approval has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under the Arrangement Agreement;

  (ii) after the date of the Arrangement Agreement, any Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the Arrangement illegal or otherwise permanently prohibits or enjoins the Corporation or the Purchaser from consummating the Arrangement, and such Law has, if applicable, become final and non-appealable, provided the Party seeking to terminate the Arrangement Agreement has used its commercially reasonable efforts to, as applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Arrangement; or

  (iii) the Effective Time does not occur on or prior to the Outside Date, provided that a Party may not terminate the Arrangement Agreement if the failure of the Effective Time to so occur has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under the Arrangement Agreement.

(c) Lumenpulse, if

(i) the Purchaser breaches any of its representations, warranties, covenants or agreements contained in the Arrangement Agreement, which breach would cause any condition related to its representations and warranties or covenants not to be satisfied, and such breach or failure is incapable of being cured or is not cured on or prior to the Outside Date provided that the Corporation is not then in breach of the Arrangement Agreement so as to directly or indirectly cause any condition related to its representations and warranties or any covenants of the Corporation not to be satisfied; or

(ii) the Required Shareholders' Approval is not obtained at the Meeting in accordance with the Interim Order and the Board had, prior to such Meeting, authorized the Corporation to enter into a definitive written agreement with respect to a Superior Proposal, provided the Corporation has been in compliance with its non-solicitation obligations and that concurrent with such termination the Corporation pays the Corporation Termination Fee, it being understood that in such circumstances, the Corporation may only terminate the Agreement in accordance with the termination right described in this paragraph (ii) and may not terminate this Agreement based on the fact that the Required Shareholders' Approval is not obtained.

(d) the Purchaser, if:

(i) the Corporation breaches any of its representations, warranties, covenants or agreements contained in the Arrangement Agreement, which breach would cause any condition related to its representations and warranties or covenants not to be satisfied, and such breach or failure is incapable of being cured the earlier of the Outside Date or the date that is 10 Business Days following receipt of a notice of termination by Lumenpulse; provided that the Purchaser is not then in breach of the Arrangement Agreement so as to directly or indirectly cause any condition related to its representations and warranties or any covenants of the Purchaser not to be satisfied, and provided further, that the Purchaser may not effect such termination if any of the Purchaser, the Equity Funding Parties, the Rollover Shareholders or any of their respective Representatives had actual knowledge of such breach as of the date of the Arrangement Agreement, or the breach of covenant is the result of any action or failure to take any action by any such Person in its capacity as director or officer of the Corporation after the date of the Arrangement Agreement;

(ii) (A) the Board or the Special Committee fails to unanimously recommend or withdraws, amends, modifies or qualifies, or publicly proposes or states an intention to withdraw, amend, modify or qualify, the Board Recommendation, (B) the Board or the Special Committee accepts, approves, endorses or recommends, or publicly proposes to accept, approve, endorse or recommend an Acquisition Proposal or takes no position or remains neutral with respect to a publicly announced, or otherwise publicly disclosed, Acquisition Proposal for more than five Business Days (or beyond the third Business Day prior to the date of the Meeting, if sooner), (C) the Board or the Special Committee fails to publicly recommend or reaffirm the Board Recommendation within five Business Days after having been requested in writing by the Purchaser to do so (or in the event that the Meeting is scheduled to occur within such five Business Day period, prior to the third Business Day prior to the date of the Meeting) (collectively, a "**Change in Recommendation**"), or (D) the Corporation breaches its non-solicitation obligations under the Arrangement Agreement in any material respect;

(iii) the condition regarding the maximum 10% Dissent Right threshold (excluding, for the purpose of such calculation, the issued and outstanding Common Shares held by the Rollover Shareholders) set forth in the Arrangement Agreement is not capable of being satisfied by the Outside Date; or

(iv) there has occurred a Material Adverse Effect.

The Party desiring to terminate the Arrangement Agreement pursuant to its above-described termination rights under the Arrangement Agreement (other than by mutual written agreement of Lumenpulse and the Purchaser) shall give notice of such termination to the other Parties.

If the Arrangement Agreement is terminated pursuant to the exercise by either Party of its above-described termination rights, the Arrangement Agreement shall become void and of no further force or effect without liability of any Party (or any Shareholder or any Representative of such Party) to any other Party hereto, except as otherwise expressly contemplated in the Arrangement Agreement.

Termination Fees

Corporation Termination Fee

The Arrangement Agreement provides that Lumenpulse will pay to the Purchaser, for the benefit of Power Energy, a termination fee in the amount of $8,000,000 (the "**Corporation Termination Fee**") upon the occurrence of the following events (each such event, a "**Corporation Termination Fee Event**"):

(a) the termination of the Arrangement Agreement by the Purchaser following a Change in Recommendation or a breach in any material respect of the non-solicitation provisions of the Arrangement Agreement;

(b) the termination of the Arrangement Agreement by the Corporation following the Required Shareholders' Approval not being obtained while the Board had, prior to the Meeting, authorized the Corporation to enter into a definitive agreement with respect to a Superior Proposal;

(c) the termination of the Arrangement Agreement (i) by the Corporation or the Purchaser if the Required Shareholders' Approval is not obtained at the Meeting in accordance with the Interim Order, or if the Effective Time does not occur on or prior to the Outside Date (provided that the Purchaser is not then in breach of its representations and warranties or covenants), or (ii) by the Purchaser if the Corporation breaches any of its representations, warranties, covenants or agreements contained in the Arrangement Agreement, which breach would cause any condition related to its representations and warranties or covenants not to be satisfied, and such breach or failure is incapable of being cured in accordance with the terms of the Arrangement Agreement (due to a wilful breach or fraud), if:

    (i) prior to such termination, an Acquisition Proposal is made or publicly announced or otherwise publicly disclosed by any Person (other than the Purchaser, the Equity Funding Parties, the Rollover Shareholders or any of their respective affiliates) or any Person (other than the Purchaser, the Equity Funding Parties, the Rollover Shareholders or any of their respective affiliates) shall have publicly announced an intention to make an Acquisition Proposal; and

    (ii) within 365 days following the date of such termination, (i) an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (i) above) is consummated or effected, or (ii) the Corporation or one or more of its Subsidiaries, directly or indirectly, in one or more transactions, enters into a contract, other than a confidentiality agreement permitted by and in accordance with the terms of the Arrangement Agreement, in respect of an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (i) above) and such Acquisition Proposal is later consummated or effected (whether or not within 365 days after such termination); and

    for the purpose of the termination event described in this section (c), references to 20% or more shall in the definition of "**Acquisition Proposal**" shall be deemed to be references to 50% or more.

Purchaser Termination Fee

In the event that the Arrangement Agreement is terminated by the Corporation due to Power Energy's failure to fund any portion of its portion of the Equity Investments to the extent required pursuant to the Equity Commitment Letter, after all of the conditions precedent have been waived or satisfied (other than conditions which by their nature are only capable of being satisfied as of the Effective Time), the Purchaser shall, in lieu of the Corporation availing itself of injunctive relief remedies available to it under the Arrangement Agreement, pay to the Corporation an amount equal to $8,000,000 (the "**Purchaser Termination Fee**"). Under such circumstances, Power Energy has covenanted pursuant to the Purchaser Termination Fee Funding Agreement to make direct or indirect cash equity investments in the Purchaser for an amount equal to the Purchaser Termination Fee which the Purchaser agreed to use solely to pay the Purchaser Termination Fee.

Amendments

The Arrangement Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the Meeting, but not later than the Effective Time, be amended by mutual written agreement of the parties to the Arrangement Agreement, subject to the Plan of Arrangement, the Interim Order and the Final Order, without further notice to or authorization on the part of the Shareholders and any such amendment may, without limitation: (a) change the time for performance of any of the obligations or acts of the parties to the Arrangement Agreement; (b) modify any representation or warranty contained the Arrangement Agreement or in any document delivered pursuant to the Arrangement Agreement; (c) modify any of the covenants contained in the Arrangement Agreement and waive or modify performance of any of the obligations of the parties to the Arrangement Agreement; or (d) modify conditions contained in the Arrangement Agreement;

Governing Law

The Arrangement Agreement is governed by, and is to be interpreted and enforced in accordance with, the Laws of the Province of Québec and the federal Laws of Canada applicable therein. In connection with the Arrangement Agreement, each of the Purchaser and Lumenpulse irrevocably attorned and submitted to the exclusive jurisdiction of the Québec courts situated in the City of Montreal and waived objection to the venue of any proceeding in such court or that such courts provide an inconvenient forum.

CERTAIN LEGAL MATTERS

Implementation of the Arrangement and Timing

The Arrangement will be implemented by way of a Court-approved plan of arrangement under the CBCA pursuant to the terms of the Arrangement Agreement. The following procedural steps must be taken in order for the Arrangement to become effective: (a) the Required Shareholders' Approval must be obtained, (b) the Court must grant the Final Order approving the Arrangement, (c) all conditions precedent to the Arrangement, as set forth in the Arrangement Agreement, must be satisfied or waived by the appropriate party, and (d) the Final Order and Articles of Arrangement in the form prescribed by the CBCA must be filed with the Director.

Except as otherwise provided in the Arrangement Agreement, Lumenpulse will file the Articles of Arrangement with the Director as soon as reasonably practicable after the satisfaction or, where permitted, waiver of the conditions set forth in the Arrangement Agreement (other than those which by their nature are to be satisfied at the Effective Time) unless another time or date is agreed to by the Purchaser and Lumenpulse.

It is currently anticipated that the Arrangement will be completed on or about June 21, 2017. However, completion of the Arrangement is dependent on many factors and it is not possible at this time to determine precisely when or if the Arrangement will become effective. As provided under the Arrangement Agreement, the Arrangement cannot be completed later than October 31, 2017, without triggering termination rights under the Arrangement Agreement, unless such Outside Date is extended to a later date with the consent of both Parties.

Court Approval and Completion of the Arrangement

Interim Order

The Arrangement requires approval by the Court under Section 192 of the CBCA. Prior to the mailing of this Circular, Lumenpulse obtained the Interim Order providing for the calling and holding of the Meeting and other procedural matters, including, but not limited to: (a) the Required Shareholders' Approval, (b) the Dissent Right to registered Shareholders, (c) the notice requirements with respect to the presentation of the application to the Court for the Final Order, (d) the ability of Lumenpulse to adjourn or postpone the Meeting from time to time in accordance with the terms of the Arrangement Agreement without the need for additional approval of the Court, and (e) unless required by Law or the Court, that the Record Date for the Shareholders entitled to notice of and to vote at the Meeting will not change in respect or as a consequence of any adjournment(s) or postponement(s) of the Meeting. A copy of the Interim Order is attached as Appendix E to this Circular.

Final Order

Subject to the terms of the Arrangement Agreement, following the approval of the Arrangement Resolution by Shareholders, Lumenpulse will make an application to the Court for the Final Order. A motion for the Final Order approving the Arrangement is expected to be presented on June 20, 2017 at 8:30 a.m. (Montreal time) before the Superior Court of Québec (Commercial Division), sitting in the District of Montreal, in room 16.12, of the Montreal Courthouse (or in such other room that the Court may determine), located at 1, Notre-Dame Street East, Montreal, Québec, H2Y 1B7 (the "**Final Hearing**"). A copy of the Notice of Presentation for the Final Order is set forth in Appendix F to this Circular. Any Shareholder who wishes to appear or be represented and to present evidence or arguments at the Final Hearing must serve and file a notice of intention to appear as set out in the Interim Order and satisfy any other requirements of the Court. At the Final Hearing, the Court will consider, among other things, the fairness of the Arrangement. The Court may approve the Arrangement in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court deems fit. In the event that the Final Hearing is postponed, adjourned or rescheduled then, subject to any further order of the Court, only those persons having previously served a notice of appearance in compliance with the Notice of Presentation and the Interim Order will be given notice of the postponement, adjournment or rescheduled date.

Regulatory Matters

The completion of the Arrangement is conditional on the Competition Act Approval and the HSR Approval.

Competition Act Approval

The Competition Act requires that parties to any proposed transaction that exceeds specified financial and shareholding thresholds, as set out in sections 109 and 110 of the Competition Act ("**Notifiable Transactions**"), provide to the Commissioner of Competition (the "**Commissioner**") prior notice of, and information relating to, such a Notifiable Transaction. Under the Competition Act, Notifiable Transactions may not be completed until the expiry of the applicable statutory waiting period, unless the Commissioner has waived the applicable waiting period pursuant to section 113(c) of the Competition Act, or unless the Commissioner has cleared the transaction. Such clearance can be obtained by either: (i) the issuance of an advance ruling certificate ("**ARC**") pursuant to section 102 of the Competition Act; or (ii) notification from the Commissioner that, pursuant to subsection 123(2) of the Competition Act, he does not, at that time, intend to challenge the transaction by making an application under section 92 of the Competition Act (a "**No Action Letter**") (together with an ARC, the "**Competition Act Approval**").

It has been determined that the Arrangement is a Notifiable Transaction, as it exceeds the thresholds set out in sections 109 and 110 of the Competition Act. The Corporation is confident that, following the filing of the required documents and information, the Competition Act Approval will be granted with respect to the Arrangement.

The notification requirements of Part IX of the Competition Act impose an initial 30 calendar day waiting period, during which a Notifiable Transaction cannot be completed. The waiting period begins after the day on which the parties to the transaction submit prescribed information. If the Commissioner determines, within the initial 30 day waiting period, that he requires additional information to review the transaction, he may, in his discretion, issue "supplementary information requests" to the parties for additional information and documents relevant to the transaction. Such "supplementary information requests" extend the statutory waiting period by a further 30 calendar days from the day after the parties comply with such requests.

For the Arrangement, the Purchaser and the Corporation have elected to initially file only a request for an ARC, or in the alternative, a No Action Letter (together with a waiver pursuant to subsection 113(c) of the Competition Act), as doing so is likely to expedite the receipt of the Competition Act Approval. As described above, receipt of an ARC, or in the alternative, a No Action Letter together with a waiver pursuant to subsection 113(c) of the Competition Act, exempts the transaction from the notification requirements of Part IX of the Competition Act.

The Purchaser and Lumenpulse filed with the Commissioner a request for an ARC (or, in the alternative, a No Action Letter together with a waiver pursuant to subsection 113(c) of the Competition Act) under the Competition Act on May 8, 2017.

HSR Approval

Under the *Hart-Scott-Rodino Antitrust Improvements Act of 1976*, as amended ("**HSR Act**"), certain transactions may not be completed until each party has filed a Notification and Report Form with the Antitrust Division of the U.S. Department of Justice (the "**DOJ**") and with the U.S. Federal Trade Commission (the "**FTC**") and the applicable waiting period requirements have been satisfied. The Arrangement is subject to the HSR Act.

A transaction notifiable under the HSR Act may not be completed until the expiration of a 30-calendar-day waiting period following the parties' filing of their respective HSR Act notification forms, but this period may be shortened if the reviewing agency grants "early termination" of the waiting period.

The waiting period may also be extended if either (i) the acquiring person voluntarily withdraws and re-files to allow a second 30-day waiting period, and/or (ii) the reviewing agency issues a formal second request for additional information and documentary material. If during the initial waiting period, either the FTC or the DOJ issues a formal second request, the waiting period with respect to the acquisition of the Common Shares in the Arrangement could be extended until 30 calendar days following the date of both parties' substantial compliance with that request, unless the FTC or the DOJ terminates the additional waiting period before its expiration.

The Purchaser and Lumenpulse expect to each file a Notification and Report Form with the FTC and the DOJ on the date of this Circular or shortly thereafter.

Expiration or termination of the HSR Act waiting period does not preclude the DOJ or the FTC from challenging the Arrangement on antitrust grounds and seeking to preliminarily or permanently enjoin the Arrangement. In addition, U.S. state attorneys general could take action under the antitrust laws as they deem necessary or desirable in the public interest, including without limitation, seeking to enjoin the completion of the Arrangement. Private parties may also seek to take legal action under the antitrust laws under some circumstances.

Securities Law Matters

Application of MI 61-101

Lumenpulse is a reporting issuer (or its equivalent) in all the provinces and territories of Canada and, accordingly, is subject to applicable Securities Laws of such provinces and such territories. In addition, the securities regulatory authorities in the Provinces of Ontario and Québec have adopted MI 61-101 which regulates transactions which raise the potential for conflicts of interest, including issuer bids, insider bids, related party transactions and business combinations.

MI 61-101 regulates certain types of related party transactions to ensure equality of treatment among security holders and may require enhanced disclosure, approval by a majority of security holders (excluding interested or related parties), independent valuations and, in certain instances, approval and oversight of certain transactions by a special committee of independent directors. The protections afforded by MI 61-101 apply to, among other transactions, "business combinations" (as defined in MI 61-101) in which the interest of holders of equity securities may be terminated without their consent and where a "related party" (as defined in MI 61-101) (i) would, as a consequence of the transaction, directly or indirectly acquire the issuer or the business of the issuer, or combine with the issuer, through an amalgamation, arrangement or otherwise, whether alone or with joint actors, (ii) is a party to a "connected transaction" (as defined in MI 61-101) to the transaction, or (iii) is entitled to receive a consideration per equity security that is not identical in amount and form to the entitlement of the general body of holders in Canada of securities of the same class. The Arrangement is a "business combination" within the meaning of MI 61-101.

Formal Valuation

Pursuant to MI 61-101, a formal valuation of the Common Shares is required since the Arrangement is a "business combination" within the meaning of MI 61-101 and "interested parties" will, as a consequence of the Arrangement, directly or indirectly, acquire Lumenpulse, whether alone or with joint actors.

To the knowledge of the directors and executive officers of the Corporation, after reasonably enquiry, (a) there has been no prior valuation (as defined in MI 61-101) prepared in respect of Lumenpulse within the 24 months

preceding the date of this Circular, and (b) there has been no *bona fide* prior offer relating to the subject matter of, or other relevant to, the Arrangement received by Lumenpulse within the 24 months preceding the date of this Circular.

Minority Approval

MI 61-101 requires that, in addition to any other required security holder approval, a "business combination" be subject to "minority approval" (as defined in MI 61-101) of every class of "affected securities" (as defined in MI 61-101) of the issuer, in each case voting separately as a class. In relation to the Arrangement, the approval of the Arrangement Resolution will require the affirmative vote of a simple majority of the votes cast by all Shareholders other than: (i) "interested parties" (as defined in MI 61-101); (ii) any "related party" (as defined in MI 61-101) of an "interested party", unless the "related party" meets that description solely in its capacity as a director or senior officer of one or more persons that are neither "interested party" nor "issuer insiders" of the Corporation; and (iii) any person that is a "joint actor" (as defined in MI 61-101) with any of the foregoing, voting separately as a class (the "**Minority Shareholders**").

To the knowledge of the directors and executive officers of Lumenpulse, after reasonable inquiry, the Common Shares held by the Rollover Shareholders and Pierre Larochelle, the President and Chief Executive Officer of Power Energy, who, collectively, beneficially own or exercise control or direction over an aggregate of 9,882,178 Common Shares, representing in the aggregate approximately 38% of the outstanding Common Shares, will be excluded from the vote of the Minority Shareholders. See "Information Concerning the Purchaser Parties - The Rollover Shareholders" and "Information Concerning Lumenpulse – Ownership of Securities".

Stock Exchange De-Listing and Reporting Issuer Status

Lumenpulse expects that the Common Shares will be de-listed from the TSX shortly following the Effective Date. It is also expected that Lumenpulse will apply to cease to be a reporting issuer in all the provinces and territories of Canada after the Effective Date.

RISK FACTORS

The following risk factors should be carefully considered by Shareholders in evaluating the approval of the Arrangement Resolution:

Risks Relating to Lumenpulse

If the Arrangement is not completed, Lumenpulse will continue to face the risks that it currently faces with respect to its affairs, business and operations and future prospects. Such risk factors are set forth and described in Lumenpulse's Annual Information Form for the year ended April 30, 2016 and the Management's Discussion and Analysis of Financial Condition and Results of Operations for the three and nine month-periods ended January 31, 2017 and 2016, which have been filed on SEDAR at www.sedar.com.

Risks Related to the Arrangement

Conditions Precedent and Required Approvals

There can be no certainty that all conditions precedent to the Arrangement will be satisfied or waived, nor can there be any certainty of the timing of their satisfaction or waiver. Failure to complete the Arrangement could materially negatively impact the trading price of the Common Shares.

The completion of the Arrangement is subject to a number of conditions precedent, some of which are outside Lumenpulse's control, including receipt of the Final Order. At the hearing on the Final Order, the Court will consider whether to approve the Arrangement based on the applicable legal requirements and the evidence before the Court. Other conditions precedent which are outside of Lumenpulse's control include, without limitation, the receipt of the Required Shareholders' Approval, holders of no more than 10% of the issued and outstanding Common Shares (excluding, for the purpose of such calculation, the issued and outstanding Common Shares held by the Rollover Shareholders) having exercised Dissent Rights and the receipt of Regulatory Approvals. There can be no certainty, nor can Lumenpulse provide any assurance, that all conditions precedent to the Arrangement will be satisfied or waived, or, if satisfied or waived, when they will be satisfied or waived.

Termination in Certain Circumstances and Corporation Termination Fee

Each of Lumenpulse and the Purchaser has the right, in certain circumstances, in addition to termination rights relating to the failure to satisfy the conditions of closing, to terminate the Arrangement Agreement. Accordingly, there can be no certainty, nor can Lumenpulse provide any assurance, that the Arrangement Agreement will not be terminated by either of Lumenpulse or the Purchaser prior to the completion of the Arrangement. Lumenpulse's business, financial condition or results of operations could also be subject to various material adverse consequences, including that Lumenpulse would remain liable for significant costs relating to the Arrangement including, among others, legal, accounting and printing expenses. Under the Arrangement Agreement, Lumenpulse is required to pay to the Purchaser the Corporation Termination Fee in the event the Arrangement Agreement is terminated following the occurrence of a Corporation Termination Fee Event. See "Arrangement Agreement - Termination Fees".

Occurrence of a Material Adverse Effect

The completion of the Arrangement is subject to the condition that, among other things, on or after April 26, 2017 (the date the Arrangement Agreement was entered into), there shall not have occurred a Material Adverse Effect. Although a Material Adverse Effect excludes certain events, including events in some cases that are beyond the control of Lumenpulse, there can be no assurance that a Material Adverse Effect will not occur prior to the Effective Time. If such a Material Adverse Effect occurs and the Purchaser does not waive same, the Arrangement would not proceed. See "Arrangement Agreement - Conditions to Closing".

Uncertainty Surrounding the Arrangement

As the Arrangement is dependent upon satisfaction of a number of conditions precedent, its completion is uncertain. In response to this uncertainty, Lumenpulse's clients may delay or defer decisions concerning Lumenpulse. Any delay or deferral of those decisions by clients could adversely affect the business and operations of Lumenpulse, regardless of whether the Arrangement is ultimately completed. Similarly, uncertainty may adversely affect Lumenpulse's ability to attract or retain key personnel. In the event the Arrangement Agreement is terminated, the Corporation's relationships with customers, suppliers, landlords, employees and other stakeholders may be adversely affected. Changes in such relationships could adversely affect the business and operations of the Corporation.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

In the opinion of Fasken Martineau DuMoulin LLP, legal counsel to Lumenpulse, the following summary describes the principal Canadian federal income tax considerations in respect of the Arrangement generally applicable to a Shareholder who, for purposes of the Tax Act, and at all relevant times, deals at arm's length with each of Lumenpulse and the Purchaser, is not affiliated with Lumenpulse or the Purchaser, holds its Common Shares as capital property, and disposes of such Common Shares under the Arrangement (a "**Holder**"). Common Shares will generally be considered to be capital property to a Holder unless the Holder holds such Common Shares in the course of carrying on a business or the Holder acquired such Common Shares in a transaction or transactions considered to be an adventure or concern in the nature of trade. Certain Canadian resident Holders whose Common Shares might not otherwise be considered capital property may, in certain circumstances, make an irrevocable election in accordance with subsection 39(4) of the Tax Act to have the Common Shares and all other "Canadian securities" as defined in the Tax Act owned by such Holder in the taxation year in which the election is made, and in all subsequent taxation years, deemed to be capital property. Holders should consult with their own tax advisors if they contemplate making such an election.

This summary is based upon the current provisions of the Tax Act and counsel's understanding of existing case law and the published administrative practices of the Canada Revenue Agency ("**CRA**"). This summary also takes into account all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "**Tax Proposals**") and assumes that all Tax Proposals will be enacted in the form proposed. However, there can be no assurance that the Tax Proposals will be enacted in their current form, or at all. This summary is not exhaustive of all possible Canadian federal income tax considerations and, except for the Tax Proposals, does not take into account or anticipate any changes in law or administrative practice, whether by legislative, regulatory, administrative or judicial decision or action, nor does it take into account or consider other federal or any provincial, territorial or foreign tax considerations, which may differ significantly from the Canadian federal income tax considerations described herein.

This summary is not applicable to a Holder (a) that is a "financial institution" (as defined in the Tax Act), (b) that is a "specified financial institution" (as defined in the Tax Act), (c) an interest in which is a "tax shelter investment" (as defined in the Tax Act), (d) that made a "functional currency" election under section 261 of the Tax Act, (e) that is a Rollover Shareholder, (f) that is exempt from Tax under Part I of the Tax Act, (g) that acquired Common Shares pursuant to an Option, PSU, RSU, DSU or other equity-based employment compensation plan, or (h) that has or will enter into a "derivative forward agreement" (as defined in the Tax Proposals) in respect of the Common Shares. Such Holders should consult their own tax advisors.

This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular Holder. This summary is not exhaustive of all Canadian federal income tax considerations. Consequently, **Shareholders are urged to consult their own tax advisors for advice regarding the income tax consequences to them of disposing of their Common Shares under the Arrangement, having regard to their own particular circumstances, and any other consequences to them of such transactions under Canadian federal, provincial, local and foreign tax laws**. No advance income tax ruling has been obtained from the CRA to confirm the tax consequences of the Arrangement to Shareholders.

Holders Resident in Canada

The following portion of the summary is generally applicable to a Holder who, for purposes of the Tax Act and any applicable income tax treaty or convention, and at all relevant times, is resident or deemed to be resident in Canada (a "**Resident Holder**").

Disposition of Common Shares under the Arrangement

Under the Arrangement, Resident Holders (other than Dissenting Resident Holders) will transfer their Common Shares to the Purchaser in consideration for a cash payment of $21.25 per Common Share, and will realize a capital gain (or a capital loss) equal to the amount by which the aggregate cash payment exceeds (or is less than) the aggregate of the adjusted cost base to the Resident Holder of such Common Shares and any reasonable costs of disposition. The taxation of capital gains and capital losses is discussed below under "Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Capital Gains and Capital Losses".

Dissenting Resident Holders of Common Shares

A Resident Holder who is a Shareholder and who validly exercises Dissent Rights under the Arrangement (a "**Dissenting Resident Holder**") will be deemed to have transferred its Common Shares to the Purchaser and will be entitled to receive a payment from the Purchaser of an amount equal to the fair value of the Dissenting Resident Holder's Common Shares.

In general, a Dissenting Resident Holder will realize a capital gain (or capital loss) to the extent that such payment (other than any portion thereof that is interest) exceeds (or is less than) the aggregate of the adjusted cost base of the Common Shares to the Dissenting Resident Holder and any reasonable costs of the disposition. See "Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Capital Gains and Capital Losses". A Dissenting Resident Holder will be required to include in computing its income any interest awarded by a court in connection with the Arrangement.

Capital Gains and Capital Losses

Generally, a Resident Holder is required to include in computing its income for a taxation year one-half of the amount of any capital gain (a "**taxable capital gain**") realized in such taxation year. Subject to and in accordance with the provisions of the Tax Act, a Resident Holder is required to deduct one-half of the amount of any capital loss (an "**allowable capital loss**") realized in a taxation year from taxable capital gains realized by the Resident Holder in the year. Allowable capital losses in excess of taxable capital gains may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized in such years to the extent and in the circumstances described in the Tax Act.

The amount of any capital loss realized by a Resident Holder that is a corporation may be reduced by the amount of any dividends received (or deemed to be received) by it on such Common Share (and, in certain circumstances, a share exchanged for such share) to the extent and under the circumstances described in the Tax Act. Similar rules

may apply where a corporation is a member of a partnership or beneficiary of a trust that owns such Common Share or where a trust or partnership of which a corporation is beneficiary or a member is a member of a partnership or a beneficiary of a trust that owns such share. Resident Holders to whom these rules may apply are urged to consult their own tax advisor.

Capital gains realized by individuals and certain trusts may give rise to a liability for alternative minimum tax under the Tax Act. Resident Holders are urged to consult their own tax advisor with respect to the potential application of alternative minimum tax.

Additional Refundable Tax

A Resident Holder, including a Dissenting Resident Holder, that is throughout the year a "Canadian-controlled private corporation" as defined in the Tax Act may be liable to pay a refundable tax of $10^{2/3}$% on certain investment income, including taxable capital gains and interest.

Holders Not Resident in Canada

The following portion of the summary is generally applicable to a Holder who, for the purposes of the Tax Act and any applicable income tax treaty or convention, and at all relevant times, is not and has not been a resident or deemed to be a resident of Canada and does not use or hold, and is not deemed to use or hold, Common Shares in connection with carrying on a business in Canada (a "**Non-Resident Holder**"). Special rules, which are not discussed in this summary, apply to a non-resident that is an insurer carrying on business in Canada and elsewhere or that is an "authorized foreign bank" (as defined in the Tax Act). This portion of the summary does not apply to a Non-Resident Holder who is a, or does not deal at arm's length within the meaning of the Tax Act with any, "specified shareholder" (as defined in subsection 18(5) of the Tax Act) of Lumenpulse for purposes of the thin capitalization rules in the Tax Act.

Disposition of Common Shares under the Arrangement

A Non-Resident Holder who disposes of Common Shares under the Arrangement will realize a capital gain or a capital loss computed in the manner described above under the heading "Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada - Disposition of Common Shares under the Arrangement". A Non-Resident Holder will not be subject to tax under the Tax Act on any capital gain, or entitled to deduct any capital loss, realized on the disposition of Common Shares to the Purchaser under the Arrangement unless such Common Shares constitute "taxable Canadian property" to the Non-Resident Holder and do not constitute "treaty-protected property" for purposes of the Tax Act. See the discussion below under the heading "Certain Canadian Federal Income Tax Considerations - Taxable Canadian Property".

Taxable Canadian Property

Generally, the Common Shares (which are listed on a designated stock exchange within the meaning of the Tax Act) will not be taxable Canadian property to a Non-Resident Holder at the time of disposition provided that at no time during the 60-month period immediately preceding that time was it the case that both (a) the Non-Resident Holder, persons with whom the Non-Resident Holder did not deal at arm's length, a partnership in which the Non-Resident Holder or a non-arm's length person held a membership interest directly or indirectly through on or more partnerships, or the Non-Resident Holder together with all such persons or partnerships, owned 25% or more of the issued Common Shares, and (b) more than 50% of the fair market value of the Common Shares was derived directly or indirectly from one or any combination of real or immovable property situated in Canada, "Canadian resource properties", or "timber resource properties" (both as defined in the Tax Act), and options in respect of, interests or rights in any such properties. Notwithstanding the foregoing, Common Shares may be deemed to be taxable Canadian property in certain circumstances specified in the Tax Act.

Even if the Common Shares are taxable Canadian property to a Non-Resident Holder, a taxable capital gain resulting from the disposition of Common Shares will not be included in computing the Non-Resident Holder's income for the purposes of the Tax Act if the Common Shares constitute "treaty-protected property". Common Shares owned by a Non-Resident Holder will generally be treaty-protected property if the gain from the disposition of such Common Shares would, because of an applicable income tax treaty or convention, be exempt from tax under the Tax Act. In the event that Common Shares constitute taxable Canadian property but not treaty-protected property

to a particular Non-Resident Holder, the tax consequences are as described above under "Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada - Disposition of Common Shares under the Arrangement" and "Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada – Holders Resident in Canada – Capital Gains and Capital Losses".

Dissenting Non-Resident Holders

A Non-Resident Holder who validly exercises Dissent Right under the Arrangement (a "**Dissenting Non-Resident Holder**") will be deemed to have transferred such Dissenting Non-Resident Holder's Common Shares to the Purchaser and will be entitled to receive a payment from the Purchaser of an amount equal to the fair value of the Dissenting Non-Resident Holder's Common Shares. Any interest paid or deemed to be paid to a Dissenting Non-Resident Holder will not be subject to Canadian withholding tax. Non-Resident Holders who intend to dissent from the Arrangement are urged to consult their own tax advisors.

Dissenting Non-Resident Holders will generally be subject to the same treatment described above under the headings "Certain Canadian Federal Income Tax Considerations - Holders Not Resident in Canada - Disposition of Common Shares under the Arrangement".

DISSENTING SHAREHOLDERS' RIGHTS

If you are a registered Shareholder, you are entitled to dissent from the Arrangement Resolution in the manner provided in Section 190 of the CBCA, as modified by the Interim Order and the Plan of Arrangement.

The following description of the Dissent Rights of Shareholders is not a comprehensive statement of the procedures to be followed by a Dissenting Shareholder who seeks payment of the "fair value" of his, her or its Common Shares, as applicable, and is qualified in its entirety by the reference to the full text of the Interim Order which is attached as Appendix E to this Circular, the full text of the Plan of Arrangement which is attached as Appendix B to this Circular and the full text of Section 190 of the CBCA which is attached as Appendix G to this Circular. **A Shareholder who intends to exercise Dissent Rights should carefully consider and strictly comply with the provisions of Section 190 of the CBCA, as modified by the Interim Order and the Plan of Arrangement. Failure to strictly comply with the provisions of that section, as modified by the Interim Order and the Plan of Arrangement, and to adhere to the procedures established therein may result in the loss of all rights thereunder. It is suggested that Shareholders wishing to avail themselves of their rights under those provisions seek their own legal advice, as failure to comply strictly with them may prejudice their right of dissent.**

The Court hearing the application for the Final Order has the discretion to alter the Dissent Rights described herein based on the evidence presented at such hearing.

Under the Interim Order, a registered Shareholder who fully complies with the dissent procedures in Section 190 of the CBCA, as modified by the Interim Order and the Plan of Arrangement, is entitled, when the Arrangement becomes effective, in addition to any other rights such Shareholder may have, to dissent and to be paid the fair value of his, her or its Common Shares, determined as of the close of business on the last Business Day before the day on which the Arrangement Resolution is adopted. A registered Shareholder may exercise Dissent Rights only with respect to all of the Common Shares held by such Shareholder or on behalf of any one beneficial owner and registered in the Dissenting Shareholder's name.

Persons who are beneficial owners of Common Shares registered in the name of a broker, custodian, nominee or other intermediary who wish to dissent, should be aware that only the registered holder of such Common Shares is entitled to dissent. Accordingly, a beneficial owner of Common Shares desiring to exercise Dissent Rights must make arrangements for the Common Shares beneficially owned by such beneficial owner to be registered in such beneficial owner's name prior to the time the Dissent Notice is required to be received by Lumenpulse or, alternatively, make arrangements for the registered holder of his, her or its Common Shares to dissent on such beneficial owner's behalf.

A registered Shareholder wishing to exercise Dissent Rights with respect to the Arrangement must send to Lumenpulse a Dissent Notice, which Dissent Notice must be received by Lumenpulse, c/o Nicolas Vanasse, Executive Vice President, Chief Legal Officer and Corporate Secretary, 1751 Richardson Street, Suite 1505,

Montreal, Québec, Canada, H3K 1G6, with a copy to Fasken Martineau DuMoulin LLP, 800 Square-Victoria, Suite 3700, Montreal, Québec, Canada, H4Z 1E9, Attention: Alain Riendeau, by no later than 5:00 p.m. (Montreal time) on June 14, 2017 (or by 5:00 p.m. on the second Business Day immediately preceding the date that any adjourned or postponed Meeting is reconvened), and must otherwise strictly comply with the dissent procedures described in this Circular, the Interim Order, the Plan of Arrangement and section 190 of the CBCA, as modified by the Interim Order and the Plan of Arrangement. No Shareholder who has voted in favour of the Arrangement, in person or by proxy, shall be entitled to dissent with respect to the Arrangement.

Registered Shareholders who validly exercise Dissent Rights as set out in the CBCA, as modified by the Interim Order and the Plan of Arrangement, will be deemed to have transferred their Common Shares free and clear of any Liens, as of the Effective Date, and if they: (a) ultimately are entitled to be paid fair value for their Common Shares will be entitled to be paid the fair value of such Common Shares which fair value notwithstanding anything to the contrary in Part XV of the CBCA, shall be determined as of the close of business on the last Business Day before the day on which the Arrangement Resolution was adopted, and will not be entitled to any other payment or consideration (including any payment that would be payable under the Arrangement had they not exercised their Dissent Rights), or (b) are ultimately not entitled, for any reason, to be paid fair value for their Common Shares, will be deemed to have participated in the Arrangement on the same basis as a non-dissenting Shareholder.

The filing of a Dissent Notice does not deprive a registered Shareholder of the right to vote at the Meeting; however, a registered Shareholder who has submitted a Dissent Notice and who votes in favour of the Arrangement Resolution will no longer be considered a Dissenting Shareholder with respect to the Common Shares voted in favour of the Arrangement Resolution. If such Dissenting Shareholder votes in favour of the Arrangement Resolution in respect of a portion of the Common Shares registered in such Dissenting Shareholder's name or held by same on behalf of any one beneficial owner, such vote approving the Arrangement Resolution will be deemed to apply to the entirety of the Common Shares held by such Dissenting Shareholder in such Dissenting Shareholder's name or in the name of that beneficial owner, given that section 190 of the CBCA provides there is no right of partial dissent. **A vote against the Arrangement Resolution will not constitute a Dissent Notice.**

Within 10 days after the approval of the Arrangement Resolution, Lumenpulse is required to notify each Dissenting Shareholder that the Arrangement Resolution has been approved. Such notice is not required to be sent to a registered Shareholder holding Common Shares who voted for the Arrangement Resolution or who has, or was deemed to have, withdrawn a Dissent Notice previously filed. A Dissenting Shareholder must, within 20 days after the Dissenting Shareholder receives notice that the Arrangement Resolution has been approved or, if the Dissenting Shareholder does not receive such notice, within 20 days after the Dissenting Shareholder learns that the Arrangement Resolution has been approved, send a Demand for Payment containing the Dissenting Shareholder's name and address, the number of Common Shares held by the Dissenting Shareholder, and a Demand for Payment of the fair value of such Dissent Shares. Within 30 days after sending a Demand for Payment, the Dissenting Shareholder must send to Lumenpulse, c/o Nicolas Vanasse, Executive Vice President, Chief Legal Officer and Corporate Secretary, at 1751 Richardson Street, Suite 1505, Montreal, Québec, Canada, H3K 1G6, with a copy to Fasken Martineau DuMoulin LLP, 800 Square-Victoria, Suite 3700, Montreal, Québec, Canada, H4Z 1E9, Attention: Alain Riendeau, the certificates representing the Dissent Shares. A Dissenting Shareholder who fails to send the certificates representing the Dissent Shares has no right to make a claim under section 190 of the CBCA. Lumenpulse will endorse on certificates received from a Dissenting Shareholder a notice that the holder is a Dissenting Shareholder under section 190 of the CBCA and will forthwith return the certificates to the Dissenting Shareholder.

On the filing of a Demand for Payment (and in any event upon the Effective Date), a Dissenting Shareholder ceases to have any rights in respect of its Dissent Shares, other than the right to be paid the fair value of its Dissent Shares as determined pursuant to section 190 of the CBCA, as modified by the Interim Order and the Plan of Arrangement, except where, prior to the date at which the Arrangement becomes effective: (i) the Dissenting Shareholder withdraws, or is deemed to have withdrawn, its Demand for Payment before Lumenpulse makes an Offer to Pay to the Dissenting Shareholder, (ii) an Offer to Pay is not made and the Dissenting Shareholder withdraws, or is deemed to have withdrawn, its Demand for Payment, or (iii) the Board revokes the Arrangement Resolution, in which case Lumenpulse will reinstate the Dissenting Shareholder's rights in respect of its Dissent Shares as of the date the Demand for Payment was sent. Pursuant to the Plan of Arrangement, in no case will Lumenpulse, the Purchaser or any other Person be required to recognize any Dissenting Shareholder as a Shareholder after the Effective Date, and

the names of such Shareholders will be deleted from the list of registered Shareholders at the Effective Date. In addition to any other restrictions under section 190 of the CBCA, none of the following shall be entitled to exercise Dissent Rights: (i) holders of RSUs, PSUs and DSUs, (ii) holders of Common Shares who vote or have instructed a proxy holder to vote such Common Shares on the Arrangement Resolution, and (iii) Rollover Shareholders and other Shareholders who entered into Support and Voting Agreements.

No later than seven days after the later of the Effective Date and the date on which a Demand for Payment of a Dissenting Shareholder is received, each Dissenting Shareholder who has sent a Demand for Payment must be sent a written Offer to Pay for its Dissent Shares in an amount considered by the Board to be the fair value thereof, accompanied by a statement showing how the fair value was determined. Every Offer to Pay in respect of Common Shares must be on the same terms.

Payment for the Dissent Shares of a Dissenting Shareholder must be made within 10 days after an Offer to Pay has been accepted by a Dissenting Shareholder, but any such Offer to Pay lapses if a written acceptance thereof is not received within 30 days after the Offer to Pay has been made. If an Offer to Pay for the Dissent Shares of a Dissenting Shareholder is not made, or if a Dissenting Shareholder fails to accept an Offer to Pay that has been made, an application to the Court to fix a fair value for the Dissent Shares of Dissenting Shareholders may be made by Lumenpulse within 50 days after the Effective Date or within such further period as the Court may allow. If no such application is made, a Dissenting Shareholder may apply to the Court for the same purpose within a further period of 20 days or within such further period as the Court may allow. A Dissenting Shareholder is not required to give security for costs in such an application.

Upon an application to the Court, all Dissenting Shareholders whose Dissent Shares have not been purchased will be joined as parties and bound by the decision of the Court, and each affected Dissenting Shareholder shall be notified of the date, place and consequences of the application and of their right to appear and be heard in person or by counsel. Upon any such application to the Court, the Court may determine whether any other Person is a Dissenting Shareholder who should be joined as a party, and the Court will then fix a fair value for the Dissent Shares of all such Dissenting Shareholders. The Final Order of the Court will be rendered against Lumenpulse in favour of each Dissenting Shareholder joined as a party and for the amount of the Dissent Shares as fixed by the Court. The Court may, in its discretion, allow a reasonable rate of interest on the amount payable to each such Dissenting Shareholder from the Effective Date until the date of payment. Any judicial determination of fair value will result in delay of receipt by a Dissenting Shareholder of consideration for such Dissenting Shareholder's Dissent Shares.

The above is only a summary of the provisions of the CBCA pertaining to Dissent Rights, as modified by the Interim Order and the Plan of Arrangement, which are technical and complex. If you are a Shareholder holding Common Shares and wish to directly or indirectly exercise Dissent Rights, you should seek your own legal advice as failure to strictly comply with the provisions of the CBCA, as modified by the Interim Order and the Plan of Arrangement, may prejudice your Dissent Rights. We urge any Shareholder who is considering dissenting to the Arrangement to consult their own tax advisor with respect to the income tax consequences to them of such action. For a general summary of certain income tax implications to a Dissenting Shareholder, see: "Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada, "Certain Canadian Federal Income Tax Considerations - Dissenting Resident Holders of Common Shares" and "Certain Canadian Federal Income Tax Considerations - Holders Not Resident in Canada - Dissenting Non-Resident Holders".

DEPOSITARY

TSX Trust Company will act as the Depositary for the receipt of share certificates or DRS Advices representing Common Shares and related Letters of Transmittal and the payments to be made to Shareholders pursuant to the Arrangement. The Depositary will receive reasonable and customary compensation for its services in connection with the Arrangement, will be reimbursed for certain out-of-pocket expenses and will be indemnified by Lumenpulse against certain liabilities under applicable Securities Laws and expenses in connection therewith.

No fee or commission is payable by any Shareholder who transmits its Common Shares directly to the Depositary. Except as set forth above or elsewhere in this Circular, Lumenpulse will not pay any fees or commissions to any broker or dealer or any other person for soliciting deposits of Common Shares pursuant to the Arrangement.

QUESTIONS AND FURTHER ASSISTANCE

If you have any questions about the information contained in this Circular or require assistance in completing your form of proxy or Letter of Transmittal, please contact the Corporation's depositary, TSX Trust Company, toll free in North America at 1-866-600-5869.

APPROVAL BY THE DIRECTORS

The Board has approved the content and delivery of this Circular.

Nicolas Vanasse
Executive Vice President, Chief Legal Officer
and Corporate Secretary

GLOSSARY OF TERMS

"**Acquisition Proposal**" means, other than the transactions contemplated by the Arrangement Agreement and other than any transaction involving only the Corporation and/or one or more of its Subsidiaries or between one or more of its Subsidiaries, any offer, proposal or inquiry (written or oral) from any Person or group of Persons other than the Purchaser (or any of its affiliates or any Person acting in concert with the Purchaser or any of its affiliates) after the date of the Arrangement Agreement relating to (i) any direct or indirect sale or disposition (or any lease, license, long-term supply agreement or other arrangement having the same economic effect as a sale or disposition), in a single transaction or a series of transactions, of assets (including shares of Subsidiaries of the Corporation) representing 20% or more of the consolidated assets or contributing 20% or more of the consolidated revenue of the Corporation and its Subsidiaries; (ii) any direct or indirect take-over bid, tender offer, exchange offer, treasury issuance or other transaction that, if consummated, would result in such Person or group of Persons beneficially owning 20% or more of any class of voting or equity securities of the Corporation or any of its Subsidiaries (or securities convertible into or exchangeable for such voting or equity securities) then outstanding (assuming, if applicable, the conversion, exchange or exercise of such securities convertible into or exchangeable or exercisable for such voting or equity securities, but excluding from the number of issued and outstanding securities the securities owned directly or indirectly by the Rollover Shareholders); (iii) any plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution, winding up or exclusive license involving the Corporation or any of its Subsidiaries; or (iv) any other similar transaction or series of transactions involving the Corporation or any of its Subsidiaries.

"**allowable capital loss**" has the meaning ascribed thereto under "Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Capital Gains and Capital Losses".

"**ARC**" has the meaning ascribed thereto under "Certain Legal Matters - Regulatory Matters - Competition Act Approval".

"**Arrangement**" means the arrangement under section 192 of the CBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the Arrangement Agreement or made at the discretion of the Court in the Final Order with the prior consent of Lumenpulse and the Purchaser, each acting reasonably.

"**Arrangement Agreement**" means the arrangement agreement dated April 26, 2017, between Lumenpulse and the Purchaser, and any amendment thereto made in accordance therewith.

"**Arrangement Resolution**" means the special resolution approving the Plan of Arrangement to be considered at the Meeting in the form attached hereto as Appendix A to this Circular.

"**Articles of Arrangement**" means the articles of arrangement of Lumenpulse in respect of the Arrangement, required by the CBCA to be sent to the Director after the Final Order is made, which shall include the Plan of Arrangement and otherwise be in a form and content satisfactory to Lumenpulse and the Purchaser, each acting reasonably.

"**Board**" means the board of directors of Lumenpulse as the same is constituted from time to time.

"**Board Recommendation**" has the meaning ascribed thereto under "Arrangement Agreement - Acquisition Proposals - Right to Match".

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Montreal, Québec.

"**Cashed Vested Options**" means all of the outstanding vested Options other than the Options held by the Rolling Optionholders.

"**CBCA**" means the *Canada Business Corporations Act* and the regulations made thereunder, as promulgated or amended from time to time.

"**CCF**" has the meaning ascribed thereto under "The Arrangement - PwC Fairness Opinion and Formal Valuation - Determination of Fair Market Value".

"**Certificate of Arrangement**" means the certificate of arrangement giving effect to the Arrangement, to be issued by the Director pursuant to subsection 192(7) of the CBCA in respect of the Articles of Arrangement.

"**Change in Recommendation**" has the meaning ascribed thereto under "Arrangement Agreement - Termination of the Arrangement Agreement".

"**CIBC**" means CIBC World Markets Inc.

"**CIBC Engagement Letter**" has the meaning ascribed thereto under "The Arrangement - CIBC Fairness Opinion".

"**CIBC Fairness Opinion**" means the opinion delivered by CIBC to the Special Committee and the Board to the effect that, as at April 26, 2017, and subject to the assumptions, qualifications and limitations set forth therein, the Consideration to be received by the Shareholders (other than the Rollover Shareholders) pursuant to the Arrangement is fair, from a financial point of view, to such Shareholders.

"**Circular**" means this management proxy circular of Lumenpulse, including all appendices hereto, to be sent by Lumenpulse to the Shareholders in connection with the Meeting.

"**Competition Act**" means the *Competition Act* (Canada), R.S.C. 1985, c. C-34, as amended;

"**Competition Act Approval**" has the meaning ascribed thereto under "Certain Legal Matters - Regulatory Matters - Competition Act Approval".

"**Commissioner**" has the meaning ascribed thereto under "Certain Legal Matters - Regulatory Matters - Competition Act Approval".

"**Common Shares**" means the issued and outstanding common shares in the share capital of Lumenpulse.

"**Confidentiality Agreements**" means, collectively, (i) the confidentiality agreement dated March 30, 2017 entered into between the Corporation and Power Energy, and (ii) the confidentiality agreement dated March 30, 2017 entered into between the Corporation and certain of the Rollover Shareholders, in each case, in connection with the transactions contemplated by the Arrangement Agreement.

"**Consideration**" means $21.25 in cash per Common Share.

"**Corporation**" or "**Lumenpulse**" means Lumenpulse Inc., a corporation existing under the Laws of Canada.

"**Corporation Disclosure Letter**" means the disclosure letter dated the date of the Arrangement Agreement delivered by Lumenpulse to the Purchaser, in form and substance accepted by the Purchaser, with respect to certain disclosure matters in the Arrangement Agreement, as same may be amended from time to time in accordance with the terms of the Arrangement Agreement.

"**Corporation Termination Fee**" has the meaning ascribed thereto under "Arrangement - Termination Fees - Corporation Termination Fee".

"**Corporation Termination Fee Event**" has the meaning ascribed thereto under "Arrangement Agreement - Termination Fees - Corporation Termination Fee".

"**Court**" means the Superior Court of Québec.

"**CRA**" has the meaning ascribed thereto under "Certain Canadian Federal Income Tax Considerations".

"**DCF**" has the meaning ascribed thereto under "The Arrangement - PwC Fairness Opinion and Formal Valuation - Determination of Fair Market Value".

"**Debt Commitment Letter**" means the executed commitment letter dated April 26, 2017 evidencing the commitment of the Lender to provide the Debt Financing.

"**Debt Financing**" means the debt financing in the aggregate amount set forth in the Debt Commitment Letter, to be provided on the terms and conditions set forth therein.

"**Demand for Payment**" means a written notice containing a Dissenting Shareholder's name and address, the number and type of Common Shares in respect of which that Dissenting Shareholder dissents and a demand for payment of the fair value of such Common Shares.

"**Depositary**" means TSX Trust Company.

"**Director**" means the Director appointed pursuant to section 260 of the CBCA.

"**Dissent Notice**" means a written objection to the Arrangement Resolution provided by a Dissenting Shareholder in accordance with the dissent procedure set out under Section 190 of the CBCA.

"**Dissent Rights**" means the rights of dissent granted in favour of registered Shareholders in respect of the Arrangement pursuant to and in the manner set forth in Section 190 of the CBCA, as modified by the Interim Order and the Plan of Arrangement.

"**Dissent Shares**" means those Common Shares in respect of which Dissent Rights have been exercised by the registered Shareholders in accordance with Section 190 of the CBCA, as modified by the Interim Order and the Plan of Arrangement.

"**Dissenting Non-Resident Holder**" has the meaning ascribed thereto under "Certain Canadian Federal Income Tax Considerations - Holders Not Resident in Canada - Dissenting Non-Resident Holders".

"**Dissenting Resident Holder**" has the meaning ascribed thereto under "Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada - Dissent Resident Holders".

"**Dissenting Shareholder**" means a registered holder of Common Shares who (i) dissents in respect of the Arrangement Resolution in strict compliance with the Dissent Rights, (ii) does not withdraw, or is not deemed to have withdrawn, such dissent prior to the Effective Time, and (iii) who is ultimately entitled to be paid the fair value for its Common Shares.

"**DOJ**" has the meaning ascribed thereto under "Certain Legal Matters - Regulatory Matters - HSR Approval".

"**DRS Advice**" has the meaning ascribed thereto under "Information Concerning the Meeting and Voting - Registered Shareholders".

"**DSU Plan**" means the deferred stock unit plan of the Corporation adopted on March 4, 2014, as amended from time to time.

"**DSUs**" means the deferred stock units issued under the DSU Plan.

"**EBITDA**" has the meaning ascribed thereto under "The Arrangement - PwC Fairness Opinion and Formal Valuation - Determination of Fair Market Value".

"**Effective Date**" means the date the Arrangement becomes effective pursuant to the CBCA, being the date shown on the Certificate of Arrangement.

"**Effective Time**" means 12:01 (Montreal Time) on the Effective Date, or such other time as the Parties may agree to in writing before the Effective Date.

"**Equity Commitment Letters**" has the meaning ascribed thereto under "The Arrangement - Sources of Funds for the Arrangement - Equity Investments".

"**Equity Funding Parties**" has the meaning ascribed thereto under "The Arrangement - Sources of Funds for the Arrangement - Equity Investments".

"**Equity Investments**" has the meaning ascribed thereto under "The Arrangement - Sources of Funds for the Arrangement - Equity Investments".

"**Exenia**" means Exenia s.r.l.

"**Exit Multiple**" has the meaning ascribed thereto under "The Arrangement - PwC Fairness Opinion and Formal Valuation - Determination of Fair Market Value".

"**Fairness Opinions**" means, collectively, the CIBC Fairness Opinion and the PwC Fairness Opinion.

"**Fasken**" means Fasken Martineau DuMoulin LLP.

"**Final Hearing**" has the meaning ascribed thereto under "Certain Legal Matters – Court Approval and Completion of the Arrangement – Final Order".

"**Final Order**" means the final order of the Court in a form acceptable to Lumenpulse and the Purchaser, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of the Purchaser and Lumenpulse, each acting reasonably) at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is satisfactory to the Purchaser and Lumenpulse, each acting reasonably) on appeal.

"**Financing**" means, collectively, the Debt Financing and the Equity Financing.

"**Financing Letters**" means, collectively, the Debt Commitment Letter and the Equity Commitment Letters.

"**Financing Sources**" means the entities that have committed to provide or otherwise entered into agreements in connection with the Debt Financing or other debt financings in connection with the transactions contemplated hereby, including the parties to the Debt Commitment Letter and any joinder agreements, credit agreements or collateral agreements (or other definitive documentation) relating thereto.

"**Formal Valuation**" means the formal valuation of the fair market value of the Common Shares delivered by PwC to the Special Committee and the Board in accordance with the requirements of MI 61-101, which concluded that, as at April 26, 2017 and subject to the assumptions, qualifications and limitations set forth therein, the fair market value of the Common Shares was in the range of $20.00 to $23.00 per Common Share.

"**Fluxwerx**" means Fluxwerx Illumination Inc.

"**FMV**" has the meaning ascribed thereto under "The Arrangement - PwC Fairness Opinion and Formal Valuation - Mandate and Professional Fees".

"**FTC**" has the meaning ascribed thereto under "Certain Legal Matters - Regulatory Matters - HSR Approval".

"**GAAP**" means generally accepted accounting principles as set out in the CPA Canada Handbook – Accounting for an entity that prepares its financial statements in accordance with International Financial Reporting Standards, at the relevant time, applied on a consistent basis.

"**Governmental Entity**" means any: (i) international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry, agency or instrumentality, (ii) any subdivision, agent or authority of any of the foregoing, (iii) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any Securities Authority or stock exchange, including the TSX.

"**Holder**" has the meaning ascribed thereto under "Certain Canadian Federal Income Tax Considerations".

"**HSR Act**" means the *Hart-Scott-Rodino Antitrust Improvements Act of 1976*, as amended, and the rules and regulations promulgated thereunder.

"**HSR Approval**" means the expiration or early termination of the waiting period, and any extension thereof, applicable to the completion of the transactions contemplated by the Arrangement Agreement under the HSR Act.

"**Interim Order**" means the interim order of the Court dated May 11, 2017 concerning the Arrangement under section 192 of the CBCA containing declarations and directions with respect to the Arrangement and the holding of the Meeting, a copy of which is attached as Appendix E to this Circular.

"**Law**" means, with respect to any Person, any and all applicable national, federal, provincial, state, municipal or local law (statutory, civil, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, all policies, guidelines, notices and protocols of any Governmental Entity, as amended.

"**Lender**" has the meaning ascribed thereto under "The Arrangement - Sources of Funds for the Arrangement - Debt Financing".

"**Letter of Transmittal**" means the form of letter of transmittal accompanying this Circular sent to Shareholders in respect of the exchange of their Common Shares, pursuant to the Arrangement.

"**Lien**" means any mortgage, charge, pledge, hypothec, security interest, prior claim, encroachment, option, right of first refusal or first offer, occupancy right, restrictive covenant, lien (statutory or otherwise), defect of title or encumbrance of any kind.

"**Matching Period**" has the meaning ascribed thereto under "Arrangement Agreement - Acquisition Proposals - Right to Match".

"**Material Adverse Effect**" means any fact, state of facts, change, event, occurrence, effect or circumstance that, individually or in the aggregate with other such facts, state of facts, changes, events, occurrences, effects or circumstances is or would reasonably be expected to be both material and adverse to the business, operations, affairs, results of operations, assets, properties, liabilities (contingent or otherwise) or financial condition of the Corporation and its Subsidiaries, taken as a whole; except any such fact, state of facts, change, event, occurrence, effect, or circumstance resulting from or arising in connection with:

(a) any change, development or event affecting the industries in which the Corporation and its Subsidiaries operate;

(b) any change in global, national or regional political conditions (including the outbreak or escalation of war or acts of terrorism) or in general economic, political, regulatory or market conditions or in national or global financial or capital markets;

(c) any change in GAAP or changes in regulatory accounting requirements applicable to the industries in which the Corporation and its Subsidiaries operate;

(d) any fluctuation in interest rates or Canadian and U.S. exchange rates;

(e) any adoption, proposal, implementation or change in Law, or in any interpretation of Law, by any Governmental Entity;

(f) any natural disaster;

(g) the failure by the Corporation in and of itself to meet any internal or public projections, forecasts, guidance or estimates of revenues or earnings (it being understood that the cause underlying such failure may be taken into account in determining whether a Material Adverse Effect has occurred) or any seasonal fluctuations in the Corporation's results;

(h) any action taken (or omitted to be taken) by the Corporation or any of its Subsidiaries which is required to be taken (or omitted to be taken) pursuant to the Arrangement Agreement;

(i) any actions taken (or omitted to be taken) upon the request of the Purchaser;

(j) the announcement or performance of the Arrangement Agreement or the consummation of the Arrangement, including (i) any loss or threatened loss of, or adverse change or threatened adverse change in the relationship of the Corporation or any of its Material Subsidiaries with their employees; (ii) any change of control payments owing to any of the employees of the Corporation and its Material Subsidiaries; and (iii) any amendment to an employee plan completed in connection with the Arrangement; or

(k) any change in the market price or trading volumes of any securities of the Corporation (it being understood that the causes underlying such change in market price or trading volumes may be taken into account in determining whether a Material Adverse Effect has occurred);

provided, however, that with respect to clauses (a) through to and including (f), such matter does not have a materially disproportionate effect on the Corporation and its Subsidiaries, taken as a whole relative to other comparable companies or entities operating in the markets and in the industries in which the Corporation and its Subsidiaries operate; and unless expressly provided in any particular section of the Arrangement Agreement, references in certain sections of the Arrangement Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative or interpretive for purposes of determining whether a "**Material Adverse Effect**" has occurred.

"**Material Subsidiaries**" means all the Subsidiaries of the Corporation other than Lumenarea Lighting Inc. (dissolved effective as of April 30, 2017), Exenia MLE Limited (dissolved effective as of May 9, 2017) and Lumenpulse Italia s.r.l.

"**Meeting**" means the special meeting of Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution.

"**Minority Shareholders**" has the meaning ascribed thereto under "Certain Legal Matters - Securities Law Matters - Minority Shareholders".

"**Mica3**" has the meaning ascribed thereto under "The Arrangement – Sources of Funds for the Arrangement – Debt Financing".

"**MI 61-101**" means Multilateral Instrument 61-101 - *Protection of Minority Security Holders in Special Transactions*, adopted in Québec as *Regulation 61-101 respecting protection of minority security holders in special transactions*.

"**NBF**" means National Bank Financial Inc.

"**NRF**" means Norton Rose Fulbright Canada LLP.

"**No Action Letter**" has the meaning ascribed thereto under "Certain Legal Matters - Regulatory Matters - Competition Act Approval".

"**Non-Cashed Options**" means, collectively, the outstanding unvested Options and the vested Options held by the Rolling Optionholders.

"**Non-Resident Holder**" has the meaning ascribed thereto under "Certain Canadian Federal Income Tax Considerations - Holders Not Resident in Canada".

"**Notice of Meeting**" means the notice of special meeting of Shareholders dated May 11, 2017 accompanying this Circular.

"**Notice of Presentation**" means the notice of presentation of the Final Order, a copy of which is attached as Appendix F to this Circular.

"**Notifiable Transactions**" has the meaning ascribed thereto under "Certain Legal Matters - Regulatory Matters - Competition Act Approval".

"**Offer to Pay**" means a written offer to a Dissenting Shareholder to pay the fair value for the number of Common Shares in respect of which that Shareholder exercises Dissent Rights.

"**Option**" means the outstanding options to purchase Common Shares issued pursuant to the Stock Option Plan.

"**Option Agreement**" means an option or similar agreement evidencing the terms of any Option.

"**Optionholder**" means a holder of Options.

"**Optionholder Election Notice**" means the election notice sent to the holders of vested Options for use in connection with the Arrangement.

"**Outside Date**" means October 31, 2017 or such later date as may be mutually agreed in writing by the Parties.

"**Parties**" means, collectively, the Corporation and the Purchaser, and "**Party**" means any one of them.

"**Person**" includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status.

"**Plan of Arrangement**" means the plan of arrangement set forth in Appendix B to this Circular, and any amendments or variations to such plan made in accordance with its terms, the terms of the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior consent of the Purchaser and Lumenpulse, each acting reasonably.

"**Power Energy**" means Power Energy Corporation.

"**PSUs**" means the performance share units issued pursuant to the Stock Unit Plan.

"**Purchaser**" means 10191051 Canada Inc.

"**Purchaser Parties**" means, collectively, the Purchaser, Power Energy and the Rollover Shareholders.

"**Purchaser Share**" means a common share in the capital of the Purchaser.

"**Purchaser Termination Fee**" has the meaning ascribed thereto under "The Arrangement - Termination Fees - Purchaser Termination Fee".

"**Purchaser Termination Fee Funding Agreement**" means the purchase termination fee funding agreement dated April 26, 2017, between Lumenpulse and the Purchaser, and any amendment thereto made in accordance therewith.

"**PwC**" means PricewaterhouseCoopers LLP.

"**PwC Fairness Opinion**" means the opinion delivered by PwC to the Special Committee and the Board to the effect that, as at April 26, 2017, and subject to the assumptions, qualifications and limitations set forth therein, the Consideration to be received by the Shareholders (other than the Rollover Shareholders) pursuant to the Arrangement Agreement is fair, from a financial point of view, to such Shareholders.

"**Record Date**" means May 10, 2017.

"**Regulatory Approvals**" means any consent, waiver, permit, exemption, review, order, decision or approval of, or any registration and filing with, any Governmental Entity, or the expiry, waiver or termination of any waiting period imposed by Law or a Governmental Entity, in each case in connection with the Arrangement, and includes the Competition Act Approval and the HSR Approval.

"**Representative**" means, with respect to any Person, any officer, director, employee, representative (including any financial, legal or other advisor) or agent of such Person or of any of its Subsidiaries.

"**Required Shareholders' Approval**" has the meaning ascribed thereto under "The Arrangement - Required Shareholders' Approval".

"**Resident Holder**" has the meaning ascribed thereto under "Certain Canadian Federal Income Tax Considerations - Holders Resident in Canada".

"**Rolling Optionholders**" means all of the holders of vested Options who have submitted a duly completed "Optionholder Election Notice" pursuant to the Plan of Arrangement requesting that their Options remain outstanding and not be cashed-out in connection with the Arrangement.

"**Rollover Shareholders**" means the Shareholders listed under "Information concerning the Purchaser Parties - The Rollover Shareholders", together with any other Shareholder agreed upon in writing between the Purchaser and the Corporation, each acting reasonably, prior to the date of the Meeting and only to the extent that such Shareholder executes a support and voting agreement substantially in the form of Schedule F to the Arrangement Agreement.

"**Rollover Shares**" has the meaning ascribed thereto under "Information concerning the Purchaser Parties - The Rollover Shareholders".

"**RSUs**" means the restricted stock units issued under the Stock Unit Plan.

"**Securities Authority**" means the *Autorité des marchés financiers* and any other applicable securities commission or securities regulatory authority of a province or territory of Canada.

"**Securities Laws**" means the *Securities Act* (Québec) and the rules, regulations and published policies thereunder, any other applicable Canadian provincial and territorial securities Laws, and, where applicable, applicable securities laws and regulations or other jurisdictions.

"**Senior Facility**" has the meaning ascribed thereto under "The Arrangement - Sources of Funds for the Arrangement - Debt Financing".

"**Shareholders**" means the registered or beneficial holders of Common Shares, as the context requires.

"**Special Committee**" means the special committee of independent members of the Board formed in relation with the transactions contemplated by the Arrangement Agreement being comprised of Pierre Fitzgibbon (Chair), François Côté and Josée Perreault.

"**Stikeman**" means Stikeman Elliott LLP.

"**Stock Option Plan**" means the amended and restated stock option plan of the Corporation adopted on March 4, 2014, as amended from time to time.

"**Stock Unit Plan**" means the stock unit plan of the Corporation adopted on March 4, 2014, as amended from time to time.

"**Subordinated Facility**" means has the meaning ascribed thereto under "The Arrangement - Sources of Funds for the Arrangement - Debt Financing".

"**Subsidiary**" has the meaning specified in *Regulation 45-106 respecting Prospectus Exemptions* as in effect on the date of the Arrangement Agreement.

"**Superior Proposal**" means any unsolicited *bona fide* written Acquisition Proposal from an arms' length third party or arms' length third parties acting jointly to acquire not less than all of the outstanding Common Shares or all or substantially all of the assets of the Corporation on a consolidated basis that:

(a) complies with Securities Laws and did not result from or involve a breach of the non-solicitation provisions under the Arrangement Agreement;

(b) is reasonably capable of being completed without undue delay, taking into account all financial, legal, regulatory and other aspects of such proposal and the Person or group of Persons making such proposal;

(c) is not subject to any financing contingency, and in respect of which adequate arrangements have been made to ensure that the required funds will be available to effect payment in full for all of the Shares or assets, as the case may be;

(d) is not subject to any due diligence or access conditions; and

(e) that the Board (or any relevant committee thereof) determines, in its good faith judgment, after receiving the advice of its outside legal counsel and financial advisors and after taking into account all the terms and conditions of the Acquisition Proposal, including all legal, financial, regulatory and other aspects of such Acquisition Proposal and the Person or group of Persons making such Acquisition Proposal, would, if consummated in accordance with its terms and taking into account the risk of non-completion, result in a transaction which is more favorable, from a financial point of view, to the Shareholders (other than the Rollover Shareholders) than the Arrangement (including any amendments to the terms and conditions of the Arrangement proposed by the Purchaser in accordance with the right to match provisions under the Arrangement Agreement).

"**Superior Proposal Notice**" has the meaning ascribed thereto under "Arrangement Agreement - Acquisition Proposals - Right to Match".

"**Support and Voting Agreements**" means the support and voting agreements between the Purchaser and each of the Rollover Shareholders and other directors and executive officers who own or exercise control or direction over Common Shares.

"**taxable capital gain**" has the meaning ascribed thereto under "Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Capital Gains and Capital Losses".

"**Tax Act**" means the *Income Tax Act* (Canada), including the regulations promulgated thereunder, as amended from time to time.

"**Tax Proposals**" has the meaning ascribed thereto under "Certain Canadian Federal Income Tax Considerations".

"**Third Party Consents**" means all third party consents, waivers or approvals that are required to be obtained under contracts in connection with the Arrangement or in order to maintain the contracts of the Corporation and its Subsidiaries in full force and effect following completion of the Arrangement, in each case, on terms that are reasonably satisfactory to the Purchaser, and without paying, and without committing itself or the Purchaser to pay, any consideration or incur any liability or obligation without the prior written consent of the Purchaser.

"**TSX**" means the Toronto Stock Exchange.

CONSENT OF CIBC WORLD MARKETS INC.

To the Special Committee of the Board of Directors of Lumenpulse Inc.,

We refer to the fairness opinion of our firm dated April 26, 2017 (the "**CIBC Fairness Opinion**") included as Appendix C of the management proxy circular dated May 11, 2017 (the "**Circular**") of Lumenpulse Inc. ("**Lumenpulse**") which we prepared for the Special Committee of Lumenpulse in connection with the Arrangement (as defined in the Circular). We hereby consent to the filing of the text of the CIBC Fairness Opinion with the securities regulatory authorities in the provinces and territories of Canada, to the references to our firm name and to the reference to the CIBC Fairness Opinion, contained on the cover page to the Circular and under the headings "Summary", "Background to the Arrangement", "Reasons for the Recommendation" and "Fairness Opinions and Formal Valuation", and the inclusion of the text of the CIBC Fairness Opinion as Appendix C to the Circular. The CIBC Fairness Opinion was given as at April 26, 2017 and remains subject to the assumptions, qualifications and limitations contained therein. In providing our consent, we do not intend that any person other than the Special Committee of the Board of Directors of Lumenpulse shall be entitled to rely upon our opinion.

(signed) **CIBC WORLD MARKETS INC.**
May 11, 2017

CONSENT OF PRICEWATERHOUSECOOPERS LLP

We refer to the fairness opinion and formal valuation report of our firm dated April 26, 2017 (the "**PwC Fairness Opinion and Formal Valuation**") forming part of the management proxy circular dated May 11, 2017 (the "**Circular**") of Lumenpulse Inc. ("**Lumenpulse**") which we prepared for the Special Committee and the Board of Directors of Lumenpulse in connection with the Arrangement (as defined in the Circular). We hereby consent to the filing of the PwC Fairness Opinion and the Formal Valuation with the securities regulatory authorities in the provinces and territories of Canada and the inclusion of the PwC Fairness Opinion and the Formal Valuation, and all references thereto, in the Circular.

(signed) **PRICEWATERHOUSECOOPERS LLP**
May 11, 2017

APPENDIX A
ARRANGEMENT RESOLUTION

BE IT RESOLVED THAT:

1. The arrangement (the "Arrangement") under the *Canada Business Corporations Act* (the "CBCA") of Lumenpulse Inc. (the "Corporation"), as more particularly described and set forth in the management proxy circular (the "Circular") dated May 11, 2017 of the Corporation accompanying the notice of this meeting, as the Arrangement may be amended, modified or supplemented in accordance with the definitive agreement (the "Arrangement Agreement") made as of April 26, 2017 between the Corporation and 10191051 Canada Inc., is hereby authorized, approved and adopted.

2. The plan of arrangement of the Corporation (the "Plan of Arrangement"), the full text of which is set out in Appendix B of the Circular (as it has been or may be amended, modified or supplemented in accordance with the Arrangement Agreement), is hereby authorized, approved and adopted.

3. The (i) Arrangement Agreement and related transactions, (ii) actions of the directors of the Corporation in approving the Arrangement Agreement, and (iii) actions of the directors and officers of the Corporation in executing and delivering the Arrangement Agreement, and any amendments, modifications or supplements thereto, are hereby ratified and approved.

4. The Corporation is hereby authorized to apply for a final order from the Québec Superior Court to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement (as they may be amended, modified or supplemented and as described in the Circular).

5. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the shareholders of the Corporation or that the Arrangement has been approved by the Québec Superior Court, the directors of the Corporation are hereby authorized and empowered to, without notice to or approval of the shareholders of the Corporation, (i) amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and related transactions.

6. Any officer or director of the Corporation is hereby authorized and directed for and on behalf of the Corporation to execute and deliver for filing with the Director, appointed under section 260 of the CBCA, articles of arrangement and such other documents as are necessary or desirable to give effect to the Arrangement in accordance with the Arrangement Agreement, such determination to be conclusively evidenced by the execution and delivery of such articles of arrangement and any such other documents.

7. Any officer or director of the Corporation is hereby authorized and directed for and on behalf of the Corporation to execute or cause to be executed and to deliver or cause to be delivered all such other documents and instruments and to perform or cause to be performed all such other acts and things as such person determines may be necessary or desirable to give full effect to the foregoing resolution and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or instrument or the doing of any such act or thing.

APPENDIX B
PLAN OF ARRANGEMENT
UNDER SECTION 192
OF THE *CANADA BUSINESS CORPORATIONS ACT*

ARTICLE 1
INTERPRETATION

1.1 Definitions

Unless indicated otherwise, where used in this Plan of Arrangement, capitalized terms used but not defined shall have the meanings specified in the Arrangement Agreement and the following terms shall have the following meanings (and grammatical variations of such terms shall have corresponding meanings):

"**AMF**" means the *Autorité des marchés financiers* (Québec).

"**Arrangement**" means the arrangement under Section 192 of the CBCA in accordance with the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations to this Plan of Arrangement made in accordance with the terms of the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably.

"**Arrangement Agreement**" means the arrangement agreement dated April 26, 2017 among the Purchaser and the Corporation (including the schedules thereto), as it may be amended, modified or supplemented from time to time in accordance with its terms.

"**Arrangement Resolution**" means the special resolution approving this Plan of Arrangement to be considered at the Meeting, substantially in the form of Schedule B to the Arrangement Agreement.

"**Articles of Arrangement**" means the articles of arrangement of the Corporation in respect of the Arrangement, required by the CBCA to be sent to the Director after the Final Order is made, which shall include the Plan of Arrangement and otherwise be in a form and content satisfactory to the Corporation and the Purchaser, each acting reasonably.

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Montreal, Québec.

"**Cashed Vested Options**" means all of the outstanding vested Options other than the Options held by the Rolling Optionholders.

"**CBCA**" means the *Canada Business Corporations Act*.

"**Certificate of Arrangement**" means the certificate of arrangement to be issued by the Director pursuant to subsection 192(7) of the CBCA in respect of the Articles of Arrangement.

"**Circular**" means the notice of the Meeting and accompanying management information circular, including all schedules, appendices and exhibits thereto, to be sent to the Shareholders in connection with the Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Arrangement Agreement.

"**Consideration**" means $21.25 in cash per Share, without interest.

"**Corporation**" means Lumenpulse Inc.

"**Court**" means the Québec Superior Court.

"**Depositary**" means TMX Equity in its capacity as depositary for the Arrangement, or such other person as the Corporation and the Purchaser agree to engage as depositary for the Arrangement.

"**Director**" means the Director appointed pursuant to Section 260 of the CBCA.

"**Dissent Rights**" has the meaning specified in Section 3.1.

"**Dissenting Holder**" means a registered holder of Shares other than a Rollover Shareholder who has duly exercised its Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Shares in respect of which Dissent Rights are validly exercised by such holder.

"**DSUs**" means the deferred stock units issued under the DSU Plan.

"**DSU Plan**" means the deferred stock unit plan of the Corporation adopted on March 4, 2014, as amended from time to time.

"**Effective Date**" means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

"**Effective Time**" means 12:01 a.m. (Montreal time) on the Effective Date, or such other time as the parties agree to in writing before the Effective Date.

"**Final Order**" means the final order of the Court in a form acceptable to the Corporation and the Purchaser, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both the Corporation and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both the Corporation and the Purchaser, each acting reasonably) on appeal.

"**Governmental Entity**" means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry, agency or instrumentality, domestic or foreign; (ii) any subdivision, agent or authority of any of the foregoing; (iii) any quasi-governmental or private body including any tribunal, commission, regulatory agency or self-regulatory organization exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (iv) any Securities Authority or stock exchange, including the TSX.

"**Interim Order**" means the interim order of the Court in a form acceptable to the Corporation and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Meeting, as such order may be amended by the Court with the consent of the Corporation and the Purchaser, each acting reasonably.

"**Law**" means, with respect to any Person, any and all applicable national, federal, provincial, state, municipal or local law (statutory, civil, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, all policies, guidelines, notices and protocols of any Governmental Entity, as amended.

"**Letter of Transmittal**" means the letter of transmittal sent to holders of Shares for use in connection with the Arrangement.

"**Lien**" means any mortgage, charge, pledge, hypothec, security interest, prior claim, encroachment, option, right of first refusal or first offer, occupancy right, restrictive covenant, lien (statutory or otherwise), defect of title, or encumbrance of any kind.

"**Mica3**" means Placements Mica3 Inc.

"**Meeting**" means the special meeting of Shareholders, including any adjournment or postponement of such special meeting in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution and for any other purpose as may be set out in the Circular and agreed to in writing by the Purchaser.

"**Non-Cashed Options**" means, collectively, the Unvested Options and the Rolled Vested Options.

"**Optionholder Election Notice**" means the election notice sent to the holders of vested Options for use in connection with the Arrangement.

"**Option Agreement**" means an option or similar agreement evidencing the terms of any Option.

"**Options**" means the outstanding options to purchase one Share per option issued pursuant to the Stock Option Plan.

"**Parties**" means the Corporation and the Purchaser and "**Party**" means any one of them.

"**Person**" includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status.

"**Plan of Arrangement**" means this plan of arrangement proposed under Section 192 of the CBCA, and any amendments or variations made in accordance with the terms of the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior consent of the Corporation and the Purchaser, each acting reasonably.

"**PSUs**" means the performance share units issued under the Stock Unit Plan.

"**Purchaser**" means 10191051 Canada Inc.

"**Purchaser Share**" means a common share in the capital of the Purchaser.

"**Purchaser Share Rollover Consideration**" means one Purchaser Share for each Share.

"**Rolling Optionholders**" means all of the holders of vested Options who have submitted a duly completed Optionholder Election Notice requesting that their Options remain outstanding and not be cashed-out in connection with the Arrangement.

"Rolled Vested Options" means the vested Options held by the Rolling Optionholders.

"**Rollover Shareholders**" means the Shareholders listed in Schedule G to the Arrangement Agreement, together with any other Shareholder agreed upon in writing between the Purchaser and the Corporation, each acting reasonably, prior to the date of the Meeting and only to the extent that such Shareholder executes a support and voting agreement substantially in the form of Schedule F to the Arrangement Agreement.

"**RSUs**" means the restricted stock units issued under the Stock Unit Plan.

"**Securities Authority**" means the AMF and any other applicable securities commission or securities regulatory authority of a province or territory of Canada.

"**Securityholders**" means, collectively, the Shareholders and the holders of Options, DSUs, PSUs and RSUs.

"**Shareholders**" means the registered or beneficial holders of the Shares, as the context requires.

"**Shares**" means the common shares in the capital of the Corporation.

"**Stock Option Plan**" means the amended and restated stock option plan of the Corporation adopted on March 4, 2014, as amended from time to time.

"**Stock Unit Plan**" means the stock unit plan of the Corporation adopted on March 4, 2014, as amended from time to time.

"**Tax Act**" means the *Income Tax Act* (Canada).

"**TSX**" means the Toronto Stock Exchange.

"**Unvested Options**" means all of the outstanding unvested Options.

Section 1.1 Certain Rules of Interpretation.

In this Plan of Arrangement, unless otherwise specified:

(1) **Headings, etc.** The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Plan of Arrangement.

(2) **Currency.** All references to dollars or to $ are references to Canadian dollars.

(3) **Gender and Number.** Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(4) **Certain Phrases and References, etc.** The words "including," "includes" and "include" mean "including (or includes or include) without limitation," and "the aggregate of," "the total of," "the sum of," or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of." Unless stated otherwise, "Article" and "Section," followed by a number or letter mean and refer to the specified Article or Section of this Plan of Arrangement. The terms "Plan of Arrangement", "hereof", "herein" and similar expressions refer to this Plan of Arrangement (as it may be amended, modified or supplemented from time to time) and not to any particular article, section or other portion hereof and include any instrument supplementary or ancillary hereto.

(5) **Statutes.** Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.

(6) **Computation of Time.** For purposes of this Plan of Arrangement, a period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. (Montréal time) on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. on the next Business Day if the last day of the period is not a Business Day.

(7) **Time References.** References to time are to local time, Montreal, Québec.

ARTICLE 2
THE ARRANGEMENT

Section 2.1 Arrangement

This Plan of Arrangement constitutes an arrangement under Section 192 of the CBCA and is made pursuant to, and is subject to the provisions of, the Arrangement Agreement.

Section 2.2 Binding Effect

This Plan of Arrangement and the Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement, will become effective, and be binding on the Corporation, the Purchaser, all Securityholders (including Dissenting Holders), any agent or transfer agent therefor and the Depositary at and after the Effective Time, without any further act or formality required on the part of any Person, except as expressly provided in this Plan of Arrangement.

Section 2.3 Arrangement

Pursuant to the Arrangement, each of the following events shall occur and shall be deemed to occur sequentially as set out below without any further authorization, act or formality, in each case, unless stated otherwise, effective as at five minute intervals starting at the Effective Time:

(1) each Cashed Vested Option outstanding immediately prior to the Effective Time, notwithstanding the terms of the Stock Option Plan, shall, without any further action by or on behalf of the holder thereof, be deemed to be surrendered and transferred by such holder to the Corporation in exchange for a cash payment from the Corporation equal to the amount (if any) by which the Consideration exceeds the exercise price of such Option, and such Option shall immediately be cancelled and, for greater certainty, where such amount is a negative, neither the Corporation nor the Purchaser shall be obligated to pay the holder of such Option any amount in respect of such Option;

(2) each DSU, RSU or PSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the DSU Plan or the Stock Unit Plan, as applicable, shall, without any further action by or on behalf of the holder thereof, be deemed to be surrendered and transferred by such holder to the Corporation in exchange for a cash payment from the Corporation equal to the Consideration in respect of each DSU, RSU or PSU, in each case, less applicable withholdings, and each such DSU, RSU or PSU shall immediately be cancelled (for greater certainty, where a PSU is not earned and eligible to vest as of the Effective Time, the level of attainment of the Corporation's performance objective(s) shall be deemed to be 100% for the purpose of determining the number of Shares underlying such PSU);

(3) (i) each holder of Cashed Vested Options, DSUs, RSUs or PSUs shall cease to be a holder of such Cashed Vested Options, DSUs, RSUs or PSUs, (ii) such holder's name shall be removed from each applicable register, (iii) all agreements related to the Cashed Vested Options shall be terminated and shall be of no further force and effect; (iv) the DSU Plan and the Stock Unit Plan and all agreements relating to the DSUs, RSUs and PSUs shall be terminated and shall be of no further force and effect, and (v) such holder shall thereafter have only the right to receive the consideration to which it is entitled pursuant to Section 2.3(1) and Section 2.3(2) at the time and in the manner specified in such Sections;

(4) each outstanding Share held by a Dissenting Holder in respect of which Dissent Rights have been validly exercised shall be deemed to have been transferred without any further act or formality by the holder thereof to the Purchaser (free and clear of all Liens), and:

(a) such Dissenting Holder shall cease to have any rights as a Shareholder other than the right to be paid the fair value of its Shares by the Purchaser in accordance with Article 3;

(b) the name of such holder shall be removed from the register of holders of Shares maintained by or on behalf of the Corporation; and

(c) the Purchaser shall be recorded as the holder of the Shares so transferred and shall be deemed to be the legal and beneficial owner thereof (free and clear of all Liens);

(5) each outstanding Share held by a Rollover Shareholder that is to be transferred to the Purchaser pursuant to Section 2.1(m) of such Rollover Shareholder's Support and Voting Agreement shall be transferred without any further act or formality by the holder thereof to the Purchaser (free and clear of all Liens) in exchange for the Purchaser Share Rollover Consideration, and:

(a) the holder of such Share shall cease to have any rights as a Shareholder in respect of such Share so transferred, other than the right to be paid the Purchaser Share Rollover Consideration in accordance with this Plan of Arrangement;

(b) the name of such holder shall be removed from the register of holders of Shares maintained by or on behalf of the Corporation in respect of such Share so transferred; and

(c) the Purchaser shall be recorded as the holder of the Shares so transferred and shall be deemed to be the legal and beneficial owner thereof (free and clear of all Liens);

(6) each outstanding Share (other than Shares held by the Dissenting Holders who has validly exercised such holder's Dissent Right, and other than Shares held by the Rollover Shareholders that are transferred to the

Purchaser pursuant to Section 2.3(5)) shall be transferred without any further act or formality by the holder thereof to the Purchaser (free and clear of all Liens) in exchange for the Consideration per Share, and

(a) the holder of such Share shall cease to have any rights as a Shareholder other than the right to be paid the Consideration per Share in accordance with this Plan of Arrangement;

(b) the name of such holder shall be removed from the register of holders of Shares maintained by or on behalf of the Corporation; and

(c) the Purchaser shall be recorded as the holder of the Shares so transferred and shall be deemed to be the legal and beneficial owner thereof (free and clear of all Liens); and

(7) (i) the Stock Option Plan and any Option Agreement relating to Non-Cashed Options shall be amended, restated or supplemented as is necessary to take into account the privatization of the Corporation, including for purposes of modifying the method, conditions and restrictions of exercise of Non-Cashed Options, adding a cash settlement feature and modifying the valuation methodology, the termination and the amendment provisions, and (ii) each Non-Cashed Option outstanding immediately prior to the Effective Time shall, without any further action by or on behalf of the holder thereof, remain outstanding and governed by the terms of the Stock Option Plan and any Option Agreement, in each case as amended in accordance with clause (i) of this paragraph.

ARTICLE 3
DISSENT RIGHTS

Section 3.1 Dissent Rights

(1) Holders of Shares may exercise dissent rights ("**Dissent Rights**") in connection with the Arrangement pursuant to and in the manner set forth in Section 190 of the CBCA, as modified by the Interim Order, Final Order and this Section 3.1; provided that notwithstanding subsection 190(5) of the CBCA, the written objection to the Arrangement Resolution referred to in subsection 190(5) of the CBCA must be received by the Corporation at its registered office no later than 5:00 p.m. (local time in place of receipt) two Business Days immediately preceding the date of the Meeting (as it may be adjourned or postponed from time to time).

(2) Dissenting Holders who duly exercise their Dissent Rights shall be deemed to have transferred the Shares held by them and in respect of which Dissent Rights have been validly exercised to the Purchaser free and clear of all Liens, as provided in Section 2.3(4) and, if they:

(a) are ultimately entitled to be paid fair value for such Shares, shall be entitled to be paid the fair value of such Shares by the Purchaser which fair value notwithstanding anything to the contrary in Part XV of the CBCA, shall be determined as of the close of business on the day before the Arrangement Resolution was adopted and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Shares; or

(b) are ultimately not entitled, for any reason, to be paid fair value for such Shares, shall be deemed to have participated in the Arrangement on the same basis as Shareholders who have not exercised Dissent Rights in respect of such Shares and shall be entitled to receive the Consideration per Share to which holders of Shares who have not exercised Dissent Rights are entitled under Section 2.3(6) hereof (less any amounts withheld pursuant to Section 4.3).

Section 3.2 Recognition of Dissenting Holders

(1) In no case shall the Corporation, the Purchaser or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those Shares in respect of which such rights are sought to be exercised.

(2) In no case shall the Corporation, the Purchaser or any other Person be required to recognize any holder of Shares who exercises Dissent Rights as a holder of such Shares after the Effective Time.

(3) Shareholders who withdraw, or are deemed to withdraw, their right to exercise Dissent Rights shall be deemed to have participated in the Arrangement, as of the Effective Time, and shall be entitled to receive the Consideration per Share to which Shareholders who have not exercised Dissent Rights are entitled under Section 2.3(7) hereof (less any amounts withheld pursuant to Section 4.3).

(4) In addition to any other restrictions under Section 190 of the CBCA, none of the following shall be entitled to Dissent Rights: (a) Rollover Shareholders, (b) holders of Options, DSUs, RSUs or PSUs, and (c) Shareholders who have failed to exercise all the voting rights carried by the Shares held by such holder against the Arrangement Resolution.

ARTICLE 4
CERTIFICATES AND PAYMENTS

Section 4.1 Payment of Consideration

(1) Prior to the filing of the Articles of Arrangement, the Purchaser shall deposit, or arrange to be deposited, for the benefit of holders of Shares (other than the Rollover Shareholders in respect of Shares that are transferred to the Purchaser pursuant to Section 2.3(5) and the Dissenting Holders), cash with the Depositary in the aggregate amount equal to the payments in respect thereof required by this Plan of Arrangement, with the amount per Share in respect of which Dissent Rights have been exercised being deemed to be the Consideration per Share for this purpose, net of applicable withholdings for the benefit of the holders of Shares. The cash deposited with the Depositary by or on behalf of the Purchaser shall be held in an interest-bearing account, and any interest earned on such funds shall be for the account of the Purchaser.

(2) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding Shares that were transferred pursuant to Section 2.3(7), together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the Shareholders represented by such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder, the cash which such holder has the right to receive under the Arrangement for such Shares, less any amounts withheld pursuant to Section 4.3, and any certificate so surrendered shall forthwith be cancelled.

(3) As soon as practicable after the Effective Date, the Corporation shall pay the amounts, net of applicable withholdings, to be paid to holders of Cashed Vested Options, DSUs, RSUs and PSUs, either (i) in accordance with the normal payroll practices and procedures of the Corporation, or (ii) in the event that payment in accordance with the normal payroll practices and procedures of the Corporation is not practicable for any such holder, by cheque (delivered to such holder of Cashed Vested Options, DSUs, RSUs or PSUs, as applicable, as reflected on the register maintained by or on behalf of the Corporation in respect of the Cashed Vested Options, DSUs, RSUs and PSUs).

(4) Until surrendered as contemplated by this Section 4.1, each certificate that immediately prior to the Effective Time represented Shares shall be deemed after the Effective Time to represent only the right to receive upon such surrender a cash payment in lieu of such certificate as contemplated in this Section 4.1, less any amounts withheld pursuant to Section 4.3. Any such certificate formerly representing Shares not duly surrendered on or before the third anniversary of the Effective Date shall cease to represent a claim by or interest of any former holder of Shares of any kind or nature against or in the Corporation or the Purchaser. On such date, all cash to which such former holder was entitled shall be deemed to have been surrendered to the Purchaser or the Corporation, as applicable, and shall be paid over by the Depositary to the Purchaser or as directed by the Purchaser.

(5) Any payment made by way of cheque by the Depositary (or the Corporation, if applicable) in accordance with this Plan of Arrangement that has not been deposited or has been returned to the Depositary (or the Corporation) or that otherwise remains unclaimed, in each case, on or before the sixth anniversary of the Effective Time, and any right or claim to payment hereunder that remains outstanding on the third anniversary of the Effective Time shall cease to represent a right or claim of any kind or nature and the right of the holder to receive the applicable consideration for the Shares, the Cashed Vested Options, the DSUs, the RSUs and the PSUs in accordance with this Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to the Purchaser or the Corporation, as applicable, for no consideration.

(6) No holder of Shares, Cashed Vested Options, DSUs, RSUs or PSUs shall be entitled to receive any consideration with respect to such Shares, Cashed Vested Options, DSUs, RSUs or PSUs other than any cash payment to which such holder is entitled to receive in accordance with Section 2.3 and this Section 4.1. No holder of Non-Cashed Options shall be entitled to receive any consideration pursuant to Section 2.3 and this Section 4.1 with respect to such Non-Cashed Options (other than the right to maintain such Non-Cashed Options in accordance with Section 2.3(8) and the terms of any Option Agreement and the Stock Option Plan, in each case, as amended, restated or supplemented in accordance with this Plan of Arrangement).

Section 4.2 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more Shares that were transferred pursuant to Section 2.3 shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed and who was listed immediately prior to the Effective Time as the register holder thereof on the share register maintained by or on behalf of the Corporation, the Depositary shall issue in exchange for such lost, stolen or destroyed certificate, a cheque (or other form of immediately available funds) representing the cash amount to which such holder is entitled to receive for such Shares under this Plan of Arrangement in accordance with such holder's Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom such cash is to be delivered shall, as a condition precedent to the delivery of such cash, give a bond satisfactory to the Purchaser and the Depositary (each acting reasonably) in such sum as the Purchaser may direct, or otherwise indemnify the Corporation and the Purchaser in a manner satisfactory to the Corporation and the Purchaser (each acting reasonably) against any claim that may be made against the Corporation or the Purchaser with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4.3 Withholding Rights

Each of the Corporation, the Purchaser and the Depositary shall be entitled to deduct and withhold from any amount payable to any Person under this Plan of Arrangement, such amounts as the Corporation, the Purchaser or the Depositary determine, acting reasonably, are required or permitted to be deducted and withheld with respect to such payment under the Tax Act, the United States *Internal Revenue Code of 1986* or any provision of any other Law and shall remit such deduction and withholding with the appropriate Governmental Entity. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such withholding was made.

Section 4.4 Calculations

All aggregate amounts of cash consideration to be received under this Plan of Arrangement will be calculated to the nearest cent ($0.01). All calculations and determinations made in good faith by the Corporation, the Purchaser or the Depositary, as applicable, for the purposes of this Plan of Arrangement shall be conclusive, final and binding.

Section 4.5 No Liens

Any exchange or transfer of securities in accordance with this Plan of Arrangement shall be free and clear of any Liens or other claims of third parties of any kind.

Section 4.6 Paramountcy

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all Shares, Options, DSUs, RSUs and PSUs issued or outstanding prior to the Effective Time, (b) the rights and obligations of the Securityholders, the Corporation, the Purchaser, the Depositary and any transfer agent or other depositary therefor in relation thereto, shall be solely as provided for in this Plan of Arrangement and, in respect of any Non-Cashed Options, in the applicable Option Agreement and the Stock Option Plan, in each case, as amended, restated or supplemented in accordance with this Plan of Arrangement, and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Shares, Options, DSUs, RSUs or PSUs shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement and, in respect of any Non-Cashed Options, in the applicable Option Agreement and the Stock Option Plan, in each case, as amended, restated or supplemented in accordance with this Plan of Arrangement.

ARTICLE 5
AMENDMENTS

Section 5.1 Amendments

(1) The Corporation and the Purchaser may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must (i) be set out in writing, (ii) be approved by the Corporation and the Purchaser, each acting reasonably, (iii) filed with the Court and, if made following the Meeting, approved by the Court, and (iv) communicated to the Shareholders if and as required by the Court.

(2) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Corporation or the Purchaser at any time prior to the Meeting (provided that the Corporation or the Purchaser, as applicable, shall have consented thereto) with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(3) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Meeting shall be effective only if (i) it is consented to in writing by each of the Corporation and the Purchaser (in each case, acting reasonably), and (ii) if required by the Court, it is consented to by some or all of the Shareholders and voting in the manner directed by the Court.

(4) The Corporation and the Purchaser may, at any time following the Effective Date, amend, modify or supplement this Plan of Arrangement without the approval of Shareholders provided that each amendment, modification or supplement (i) must be set out in writing, (ii) must concern a matter which, in the reasonable opinion of each of the Corporation and the Purchaser is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement, (iii) is not adverse to the economic interests of any former Shareholders, and (iv) need not be filed with the Court or communicated to former Shareholders.

ARTICLE 6
FURTHER ASSURANCES

Section 6.1 Further Assurances

Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either of them in order to further document or evidence any of the transactions or events set out in this Plan of Arrangement.

APPENDIX C
CIBC FAIRNESS OPINION

See attached.

CIBC World Markets Inc.

600 de Maisonneuve Blvd. West
Suite 3050
Montreal, Quebec
H3A 3J2

Tel: 514 847-6300

April 26, 2017

The Special Committee of the Board of Directors of Lumenpulse Inc.
1751 Richardson, Suite 1505
Montreal QC, H3K 1G6

Attention: Pierre Fitzgibbon, Chairman of the Special Committee

Dear Sirs:

CIBC World Markets Inc. ("CIBC", "we" or "us") understands that a group led by Mr. François-Xavier Souvay, the Founder, President and CEO of Lumenpulse Inc. ("Lumenpulse" or the "Corporation"), several other existing shareholders of the Corporation (together with Mr. Souvay, the "Rollover Shareholders") and Power Energy Corporation, a wholly-owned subsidiary of Power Corporation of Canada, is proposing that 10191051 Canada Inc. (the "Purchaser"), a wholly-owned subsidiary of Power Energy Corporation, enters into an arrangement agreement (the "Arrangement Agreement") with Lumenspulse providing for, among other things, the acquisition (the "Proposed Transaction") by the Purchaser of all of the issued and outstanding common shares of Lumenpulse (the "Shares").

We understand that pursuant to the Arrangement Agreement:

a) the Purchaser will acquire each of the issued and outstanding Shares in consideration for $21.25 in cash per Share (the "Consideration");

b) the Proposed Transaction will be effected by way of a plan of arrangement under Section 192 of the Canada Business Corporations Act;

c) the completion of the Proposed Transaction will be conditional upon, among other things, approval by: i) at least two-thirds of the votes cast by the shareholders (the "Shareholders") of the Corporation who are present in person or represented by proxy at the special meeting (the "Special Meeting"), ii) at least a simple majority of votes cast by holders of Shares other than interested shareholders for the purpose of such vote (which therefore excludes the Rollover Shareholders from such vote) (the "Disinterested Shareholders") who are present in person or represented by proxy at the Special meeting, and iii) the approval of the Québec Superior Court; and

d) the terms and conditions of the Proposed Transaction will be described in a management information circular of the Corporation and related documents (the "Circular") that will be mailed to the Shareholders in connection with the Special Meeting.

Engagement of CIBC

By letter agreement dated March 27, 2017 (the "Engagement Agreement"), the Corporation and the Special Committee of its Board of Directors (the "Special Committee") retained CIBC to act as financial advisor to the Special Committee in connection with the Proposed Transaction. Pursuant to the Engagement Agreement, the Corporation has requested that we prepare and deliver to the Special Committee our written opinion (the "Opinion") as to the fairness, from a financial point of view, of the Consideration to be received by the Disinterested Shareholders pursuant to the Arrangement Agreement.

CIBC will be paid a fee for rendering the Opinion and will be paid an additional fee that is contingent upon the completion of the Proposed Transaction or any alternative transaction. The Corporation has also agreed to reimburse CIBC for its reasonable out-of-pocket expenses and to indemnify CIBC in respect of certain liabilities that might arise out of our engagement.

Credentials of CIBC

CIBC is one of Canada's largest investment banking firms with operations in all facets of corporate and government finance, mergers and acquisitions, equity and fixed income sales and trading and investment research. The Opinion expressed herein is the opinion of CIBC and the form and content herein have been approved for release by a committee of its managing directors and internal counsel, each of whom is experienced in merger, acquisition, divestiture and valuation matters.

Scope of Review

In connection with rendering our Opinion, we have reviewed and relied upon, among other things, the following:

i) a draft dated April 25, 2017 of the Arrangement Agreement;
ii) drafts dated April 24, 2017 of the Equity Commitment Letters to be delivered by Power Energy Corporation and Placements Mica3 Inc.;
iii) audited financial statements of the Corporation for fiscal years 2014 through 2016 and the unaudited financial statements for the Corporation for the nine month period ended January 31, 2017;
iv) the Corporation's Annual Information Form for the fiscal year ended April 30, 2016 and dated June 21, 2016;
v) the Corporation's 2016 Management Proxy Circular dated July 27, 2016;
vi) a financial forecast for the Corporation prepared by management for fiscal years 2017 to 2022 (the "Corporation Financial Forecast");
vii) certain internal financial, operational, corporate and other information relating to the Corporation, including internal operating and financial budgets and projections as available in the data room;
viii) selected public market trading statistics and relevant financial information of comparable public entities;
ix) selected relevant reports published by equity research analysts and industry sources regarding other comparable public entities;

x) selected financial statistics and relevant financial information with respect to relevant precedent transactions;
xi) selected research and forecast with respect to industry trends;
xii) a certificate addressed to us, dated as of April 26, 2017, from two senior officers of the Corporation, as to the completeness and accuracy of the Information (as defined below); and
xiii) such other information, analyses, investigations, and discussions as we considered necessary or appropriate in the circumstances.

In addition, we have participated in discussions with members of the senior management of the Corporation regarding the Corporation 's past and current business operations, financial condition and future prospects. We have also participated in discussions with Norton Rose Fulbright Canada LLP, external legal counsel to the Special Committee, concerning the Proposed Transaction, the Arrangement Agreement and related matters.

Assumptions, Qualifications and Limitations

Our Opinion is subject to the assumptions, qualifications and limitations set forth below.

We have not been asked to prepare and have not prepared a formal valuation or appraisal of any of the assets or securities of the Corporation, the Purchaser or any of their respective affiliates and our Opinion should not be construed as such, nor have we been requested to identify, solicit, consider or develop any potential alternatives to the Proposed Transaction.

With your permission, we have relied upon, and have assumed the completeness, accuracy and fair presentation of all financial and other information, data, advice, opinions and representations obtained by us from public sources, or provided to us by the Corporation or its affiliates or advisors or otherwise obtained by us pursuant to our engagement, and our Opinion is conditional upon such completeness, accuracy and fair presentation. We have not been requested to or attempted to verify independently the accuracy, completeness or fairness of presentation of any such information, data, advice, opinions and representations. We have not met separately with the independent auditors of the Corporation in connection with preparing this Opinion and with your permission, we have assumed the accuracy and fair presentation of, and relied upon, the Corporation's audited financial statements and the reports of the auditors thereon and the Corporation's interim unaudited financial statements.

With respect to the historical financial data, operating and financial forecasts and budgets provided to us concerning the Corporation and relied upon in our financial analyses, we have assumed that they have been reasonably prepared on bases reflecting the most reasonable assumptions, estimates and judgements of management of the Corporation, having regard to the Corporation's business, plans, financial condition and prospects.

We have also assumed that all of the representations and warranties contained in the Arrangement Agreement are correct as of the date hereof and that the Proposed Transaction will be completed substantially in accordance with its terms and all applicable laws and that the Circular will disclose all material facts relating to the Proposed Transaction and will satisfy all applicable legal requirements.

The Corporation has represented to us, in a certificate of two senior officers of the Corporation dated as of April 26, 2017, among other things, that the information, data and other material (financial or otherwise) provided to us by or on behalf of the Corporation, including the written information and discussions concerning the Corporation referred to above under the heading "Scope of Review" (collectively, the "Information"), are complete and correct at the date the Information was provided to us and that, since the date on which the Information was provided to us, there has been no material change, financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of the Corporation or any of its affiliates and no material change has occurred in the Information or any part thereof which would have or which would reasonably be expected to have a material effect on the Opinion.

We are not legal, tax or accounting experts and we express no opinion concerning any legal, tax or accounting matters concerning the Proposed Transaction or the sufficiency of this letter for your purposes.

Our Opinion is rendered on the basis of securities markets, economic and general business and financial conditions prevailing as at the date hereof and the conditions and prospects, financial and otherwise, of the Corporation as they are reflected in the Information and as they were represented to us in our discussions with management of the Corporation and its affiliates and advisors. In our analyses and in connection with the preparation of our Opinion, we made numerous assumptions with respect to industry performance, general business, markets and economic conditions and other matters, many of which are beyond the control of any party involved in the Proposed Transaction.

The Opinion is being provided to the Special Committee for its exclusive use only in considering the Proposed Transaction and may not be published, disclosed to any other person, relied upon by any other person, or used for any other purpose, without the prior written consent of CIBC. Our Opinion is not intended to be and does not constitute a recommendation to the Special Committee as to whether they should approve the Arrangement Agreement nor as a recommendation to any Shareholder as to how to vote or act at the Special Meeting or as an opinion concerning the trading price or value of any securities of Lumenpulse or the Purchaser or any of their respective affiliates following the announcement or completion of the Proposed Transaction.

CIBC believes that its financial analyses must be considered as a whole and that selecting portions of its analyses and the factors considered by it, without considering all factors and analyses together, could create a misleading view of the process underlying the Opinion. The preparation of a fairness opinion is complex and is not necessarily susceptible to partial analysis or summary description and any attempt to carry out such could lead to undue emphasis on any particular factor or analysis.

The Opinion is given as of the date hereof and, although we reserve the right to change or withdraw the Opinion if we learn that any of the information that we relied upon in preparing the Opinion was inaccurate, incomplete or misleading in any material respect, we disclaim any obligation to change or withdraw the Opinion, to advise any person of any change that may come to our attention or to update the Opinion after the date of this Opinion.

Opinion

Based upon and subject to the foregoing and such other matters as we considered relevant, it is our opinion, as of the date hereof, that the Consideration to be received by Disinterested Shareholders pursuant to the Arrangement Agreement is fair, from a financial point of view, to the Disinterested Shareholders.

Yours very truly,

CIBC World Markets Inc.

APPENDIX D
PWC FAIRNESS OPINION AND FORMAL VALUATION

See attached.

pwc

Lumenpulse Inc.

Formal Valuation and Fairness Opinion

April 26, 2017

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Table of Contents

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Table of Contents (cont'd)

April 26, 2017

Lumenpulse Inc.
1751 Richardson Street
Suite 1505
Montréal, Quebec
H3K 1G6

Attention: Mr. Pierre Fitzgibbon, Chairman
Special Committee of the Board of Directors

Formal Valuation and Fairness Opinion in Respect of the Proposed Going-Private Transaction of Lumenpulse Inc.

1. Mandate Overview

1.1. Assignment

PricewaterhouseCoopers LLP ("PwC") understands that certain members of the management of Lumenpulse Inc. ("Lumenpulse" or the "Company"), other existing shareholders of the Company and Power Energy Corporation ("Power Energy") (collectively referred to as the "Consortium") are proposing that 10191051 Canada Inc. (the "Purchaser"), a wholly owned subsidiary of Power Energy, and the Company enter into an arrangement agreement providing for the acquisition by the Purchaser of all of the issued and outstanding shares of Lumenpulse with a view to bringing the Company private (the "Proposed Transaction") by way of a plan of arrangement (the "Arrangement").

PwC understands that existing shareholders participating in the Proposed Transaction include Mr. François-Xavier Souvay, the Founder, President and Chief Executive Officer of the Company, other key Company insiders and some other existing shareholders who, altogether, currently own or exercise control or direction over approximately 40% of Lumenpulse's common shares (the "Rollover Shareholders").

In this respect, the Board of Directors of Lumenpulse (the "Board") has created an independent special committee (the "Committee") to review, assess and negotiate the terms of the Proposed Transaction and advise the Board as to whether the Arrangement is in the best interests of the Company and its shareholders (other than the Rollover Shareholders). The Committee comprises Mr. Pierre Fitzgibbon, Mr. François Côté and Ms. Josée Perreault.

Under the Arrangement, the Purchaser would acquire all the issued and outstanding common shares of Lumenpulse, other than those already owned by the Rollover Shareholders, for $21.25 per share in cash (the "Consideration").

In the context of the Proposed Transaction, the Committee has hired CIBC World Markets Inc. ("CIBC") as financial adviser to advise and assist in negotiations with the Consortium and its appointed financial adviser, National Bank Financial Inc. ("NBF").

In light of the above, the Committee has also engaged PwC as professional advisers experienced in business and securities valuations to provide:

a. A formal valuation pursuant to and in accordance with *Regulation 61-101 respecting protection of minority security holders in special transactions* adopted by the Autorité des marchés financiers (Quebec) and *Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions* adopted by the Ontario Securities Commission (together "MI 61-101"), with respect to the current fair market value ("FMV") of all of the issued and outstanding common shares of Lumenpulse (the "Shares") as at April 26, 2017 (the "Valuation Date") (the "Formal Valuation");

b. Its opinion of the fairness of the Consideration, from a financial point of view, to the shareholders of the Company other than the Rollover Shareholders (the "Fairness Opinion").

PwC understands that the Formal Valuation and Fairness Opinion, as set out herein, and references therein or summaries thereof will be included in the management information circular related to this Proposed Transaction (the "Information Circular").

All amounts are expressed in Canadian dollars ("$") or United States dollars ("US$"), unless otherwise stated.

1.2. Definition of Fair Market Value

For the purposes of the Formal Valuation, PwC has used the concept of FMV, which is defined by MI 61-101 as "the monetary consideration that, in an open and unrestricted market, a prudent and informed buyer would pay to a prudent and informed seller, each acting at arm's length with the other and under no compulsion to act."

Price reflects the final negotiated terms with respect to the purchase and sale of an asset or share. Price may differ from FMV arrived at in a notional context as a result of a variety of factors, including type of consideration paid (i.e. cash versus shares), timing of receipt of the consideration (i.e. current versus deferred), different knowledge or information levels and unequal bargaining positions of the vendor and purchaser.

The actual market price achieved may be higher or lower than concluded in the Formal Valuation, depending upon the circumstances of the transaction (for example, a competitive

bidding environment) or the nature of the business (for example, a purchaser's perception of potential synergies). The knowledge, negotiating ability and motivation of the buyers and sellers and the applicability of a discount or premium for control will also affect the actual market price achieved. Pursuant to paragraph 6.4(2)(d) of MI 61-101, a minority discount may not be applied in the valuation of an interest to reflect lack of liquidity or control. PwC's valuation conclusion will not necessarily be the price at which any transaction proceeds. The final transaction price is something on which the parties themselves have to agree.

2. Engagement, Credentials and Independence of PwC

2.1. Engagement

PwC was engaged by the Committee to provide the Formal Valuation and the Fairness Opinion pursuant to an engagement letter dated March 27, 2017 (the "Engagement Agreement").

PwC is to receive a fee, as stipulated in the Engagement Agreement based strictly on the professional time expended on the engagement, at its standard hourly rates, for the Formal Valuation and the Fairness Opinion. In addition, PwC is entitled to recover reasonable costs and expenses incurred in fulfilling the engagement. The fee payable to PwC is not contingent, in whole or in part, on whether the Arrangement is completed, or on the conclusions reached in the Formal Valuation and/or Fairness Opinion, and PwC does not otherwise have a material financial interest in the completion of the Arrangement. In addition, pursuant to the Engagement Agreement, PwC will be indemnified by Lumenpulse under certain circumstances for liabilities arising in connection with its engagement.

PwC understands that the Formal Valuation and Fairness Opinion will be for the use of the Committee and will be one factor, among others, that the Committee will consider in determining whether to approve and recommend the Proposed Transaction.

2.2. PwC Credentials

The firms of the PricewaterhouseCoopers global network (www.pwc.com) provide industry-focused assurance, tax and advisory services to build public trust and enhance value for clients and their stakeholders. More than 223,000 people in 157 countries across PwC's network share their thinking, experience and solutions to develop fresh perspectives and practical advice. In Canada, PwC (www.pwc.com/ca) has more than 6,700 partners and staff in offices across the country. Unless otherwise indicated, "PwC" refers to PricewaterhouseCoopers LLP, Canada, an Ontario limited liability partnership.

PwC's Canadian business valuation group was formed in 1970 and has been at the centre of business and security valuation activity since that time. Experienced professional personnel are

located from coast to coast as part of the Valuations, Modelling & Disputes practice. PwC's professionals were leaders in forming The Canadian Institute of Chartered Business Valuators ("CICBV") and continue to be actively involved at the CICBV.

PwC has broad experience in completing and defending, when necessary, assignments involving the valuation of all types of entities and business interests for various purposes, including transactions subject to public scrutiny, the sale or purchase of an entity or assets by related parties, assistance in resolving shareholders' disputes, tax-based corporate reorganizations, estate planning and merger and acquisition activity.

2.3. Independence

PwC is familiar with the requirements of MI 61-101 in connection with the provision of formal valuations, and specifically with the meaning of "independent" thereunder. After all due and reasonable enquiry, PwC confirms that it is independent of Lumenpulse and of each of the "interested parties" for purposes and within the meaning of MI 61-101.

PwC confirms that it is not the current external auditor of Lumenpulse or any of the "interested parties", nor is PwC an associated or affiliated entity or "issuer insider" of Lumenpulse or of any of the "interested parties", and PwC has no material ownership position in Lumenpulse. PwC has not had a material involvement in an evaluation, appraisal or review of the financial condition of, or rendered any audit services to Lumenpulse or any of the "interested parties" in the past two years other than the services provided in the context of the Arrangement. There are no understandings, agreements or commitments between PwC and Lumenpulse or any of the "interested parties" with respect to any future business dealings in respect of which PwC has a material financial interest, nor has PwC been engaged to act as financial adviser to any of the "interested parties" in connection with the Arrangement. However, PwC, being a full-service professional services firm, has in the past been and may from time to time and in the ordinary course of its practice, be requested to provide accounting, tax and/or other advisory assignments for Lumenpulse or any of the "interested parties" regarding other matters. PwC confirms that, to the best of its knowledge, after all due and reasonable inquiry, PwC has disclosed to the Committee all material facts that could reasonably be considered to be relevant to its qualifications and independence for the purposes of this engagement.

3. Limitations and General Assumptions

3.1. Limitations

PwC has relied, without independent verification, upon the accuracy, completeness and fair presentation of all financial and other information that was obtained by PwC from public sources or that was provided to PwC by the Company's management ("Management") and any of its affiliates, associates, advisers or otherwise (collectively the "Information"). Parts of the Information were received or obtained by PwC directly or indirectly, and in various ways (oral or

written), from third parties (i.e. individuals or entities other than Lumenpulse and its directors, officers and employees). PwC has assumed that the Information is complete, accurate and not misleading and does not omit any material facts. The Formal Valuation and Fairness Opinion are conditional upon such completeness, accuracy and fair presentation. Subject to the exercise of professional judgment and except as expressly described herein, PwC has not attempted to independently verify the completeness, accuracy or fair presentation of any of the Information.

With respect to the budgets, forecast, projections or estimates provided to PwC and used in its analyses, PwC notes that projecting future results are inherently subject to uncertainty. PwC has assumed, however, that such budgets, forecasts, projections and estimates have been reasonably prepared on bases reflecting the best currently available estimates and judgment of Management. By its nature, the budgeted and forecast information provided by Management may not occur as projected and unanticipated events and circumstances may occur that may materially alter the analyses and conclusions set out herein. PwC has not undertaken any review of whether the future-oriented data provided complies with existing standards, such as those issued by the Chartered Professional Accountants of Canada, the American Institute of Certified Public Accountants or any other accounting body.

In preparing the Formal Valuation and Fairness Opinion, PwC has relied upon a written letter of representation from Management stating that, among other things:

a. To the best of their knowledge, and without independent inquiry, all of the Information provided, orally or in writing, to PwC, is complete, true and correct in all material respects and does not contain any untrue statement of a material fact in respect of Lumenpulse or the Proposed Transaction;

b. With respect to any portions of the Information that constitute forecasts, projections or estimates provided to PwC in connection with its engagement, such forecasts, projections or estimates (i) were prepared using the probable courses of action to be taken during the period covered thereby and the assumptions identified therein, which in the reasonable belief of Management are (or were at the time of preparation) reasonable in the circumstances; and (ii) are not, in the reasonable belief of Management, misleading in any material respect in light of the assumptions used or of any developments since the time of their preparation;

c. To the extent that any of the Information is historical, there have been no changes or occurrences since the respective dates thereof that render, or could reasonably be expected to render, any of that Information untrue or misleading in any material respect that have not been generally disclosed and reflected in documents filed on SEDAR or disclosed by the Company to PwC in connection with its engagement or updated by more current information, data or other material provided to PwC;

d. Following the time that the Information was provided by Management to PwC, to the best of their knowledge, and without independent inquiry in respect of the subject matter, there have been no material changes in the Information, or in factors surrounding the Proposed Transaction, and no material intervening events, which would have, or which

would reasonably be expected to have, a material effect on the Formal Valuation and the Fairness Opinion as at April 26, 2017;

e. Except as publicly disclosed and reflected in documents filed on SEDAR or as disclosed to PwC by Management, to the best of the Company's knowledge:
    i. The Company has no plans, and Management are not aware of any circumstances or developments, that could reasonably be expected to have a material effect on the assets, liabilities, financial condition, prospects or affairs of the Company;
    ii. There are no appraisals or valuations known to Management relating to the Company or any of its securities or material assets that have been prepared in the preceding 24 months, and no valuation or appraisal relating to any of the foregoing has been commissioned by or on behalf of the Company or is known to Management to be in the course of preparation;
    iii. No offers or negotiations relating to the purchase or sale of any material assets of the Company or with respect to all or a material portion of the securities of the Company have been made or received in the preceding 24 months with any party other than the Purchaser;
    iv. There are no actions, lawsuits, proceedings or inquiries pending or threatened against or affecting the Company at law or in equity or before any federal, state, provincial, municipal or other governmental department, court, commission, bureau, board, agency or instrumentality which could reasonably be expected to materially and adversely affect the Company;
    v. There are no facts regarding the Company's assets, liabilities, affairs, prospects or condition (financial or otherwise) that have not been disclosed to PwC in the Information that could reasonably be expected to materially affect the Company or the Proposed Transaction;

f. They have reviewed the full text of PwC's draft Formal Valuation and Fairness Opinion dated April 26, 2017 and, to the best of their knowledge, they are not aware of any errors, omissions or misrepresentations of facts therein which might have a significant impact on the conclusions contained herein.

The Formal Valuation and Fairness Opinion are based on the securities markets, economic, general business and financial conditions prevailing as of the Valuation Date and the conditions and prospects, financial or otherwise, of Lumenpulse as they were reflected in the Information reviewed by PwC. In preparing the Formal Valuation and the Fairness Opinion, PwC made numerous assumptions with respect to financial performance, general business, economic and market conditions, and other matters, the outcome of which are beyond the control of PwC, Lumenpulse or any party involved with Lumenpulse in connection with the Proposed Transaction.

PwC has not conducted an audit or review of the financial affairs of Lumenpulse, nor has PwC sought external verification, unless otherwise noted herein, of the Information or that which was

extracted from public sources. PwC accepts no responsibility or liability for any losses occasioned by any party as a result of PwC's reliance on the financial and non-financial information that was provided to PwC or that PwC has obtained from third parties.

The Fairness Opinion is limited to the fairness of the Consideration offered under the Arrangement, from a financial point of view, to the shareholders of the Company other than the Rollover Shareholders, not the strategic merits of the Proposed Transaction. The Fairness Opinion does not provide assurance that the best possible price was obtained. It represents impartial expert judgment, not a statement of facts.

The Formal Valuation and Fairness Opinion have been provided for the use of the Committee and should not be construed as a recommendation to vote in favour of the Proposed Transaction. The Formal Valuation and Fairness Opinion may not be used by any other person without the express prior written consent of PwC. PwC will not be held liable for any losses sustained by any person should the Formal Valuation and Fairness Opinion be circulated, distributed, published, reproduced or used contrary to the provisions of this paragraph. In addition, pursuant to the Engagement Agreement, PwC will be indemnified under certain circumstances.

The Formal Valuation and Fairness Opinion are given as of the Valuation Date only, and PwC disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting the Formal Valuation and Fairness Opinion which may come or be brought to PwC's attention after the date hereof. Without limiting the foregoing, in the event that there is any material change in any fact or matter after the date hereof, and in accordance with MI 61-101, PwC reserves the right to change, modify or withdraw the Formal Valuation and Fairness Opinion.

The Formal Valuation and Fairness Opinion are at a specific point in time, the Valuation Date. It must be recognized that FMV changes from time to time, not only as a result of internal factors, but also because of external factors such as changes in the economy, competition and changes in consumer preferences.

Nothing contained herein is to be construed as a legal interpretation, an opinion on any contract or document, or a recommendation to invest or divest.

Based on discussions with Management, PwC understands that there are no environmental issues (and associated costs) relating to the operations of Lumenpulse that may impact the FMV of the shares of the Company. PwC has not performed any procedures in this regard.

In view of the nature of this assignment, PwC has not been able to expose the Shares of Lumenpulse to the marketplace at the Valuation Date in order to determine whether there are any potential buyers who, for their own unique reasons (e.g. specific perceived synergies), might be prepared to entertain values other than that determined by PwC herein. Therefore, the Formal Valuation and Fairness Opinion have not been impacted by special purchaser considerations, except as noted herein. PwC has not been asked to solicit expressions of interest from or negotiate with any third parties concerning potential alternatives to the Proposed Transaction,

and PwC has not done so. PwC expresses no opinion as to the availability of alternatives to the Proposed Transaction or if terms different from those contained in the Proposed Transaction could be negotiated.

The reader must consider the Formal Valuation and Fairness Opinion in their entirety, as selecting and relying on only a specific portion of the analysis or factors considered by PwC, without considering all factors and analyses together, could create a misleading view of the processes underlying the Formal Valuation and Fairness Opinion. The preparation of the Formal Valuation and Fairness Opinion is a complex process, and it is not appropriate to extract partial analyses or make summary descriptions. Any attempt to do so could lead to undue and incorrect emphasis on any particular factor or analysis.

The individuals who prepared the Formal Valuation and Fairness Opinion did so to the best of their knowledge, acting independently and objectively.

The Formal Valuation and Fairness Opinion have been prepared in conformity with the Practice Standards of the CICBV and in accordance with the terms and conditions of the Engagement Agreement.

3.2. Major Assumptions

In preparing the Formal Valuation and Fairness Opinion, PwC made the following major assumptions as at the Valuation Date (in addition to those set out throughout the body of the Formal Valuation and Fairness Opinion):

- The Proposed Transaction will be completed substantially on the terms as described herein, consistent with the documents and agreements, listed as draft where appropriate, as noted in the Scope of Work section;
- All contracts and agreements, including drafts, as outlined in the Scope of Work, will be executed and enforceable in accordance with their terms, and all parties will comply with the provisions of their respective agreements;
- There were no material changes in the operations or financial position of Lumenpulse from the unaudited financial statements as at January 31, 2017 to the Valuation Date, unless otherwise noted herein;
- Management has made available to PwC all information they believe is relevant to the preparation of the Formal Valuation and Fairness Opinion;
- The financial forecast for the three-month period ending April 30, 2017 and for the five-year period from May 1, 2017 to April 30, 2022 provided by Management accurately reflects Management's best estimate, as at the Valuation Date, of the future operating performance of Lumenpulse;
- A tax rate of 28.6% accurately represents the expected average effective tax rate of the Company over the forecast period;

- Lumenpulse has no material unrecorded assets or unaccrued liabilities relating to environmental concerns, unless otherwise noted herein;
- Lumenpulse has no material outstanding litigation or contingencies, positive or negative, unless otherwise noted herein;
- Lumenpulse has no material assets which are in excess of or redundant to their current operations, unless otherwise noted herein;
- There are no restrictions on transfer of ownership that would limit or reduce the value of the Shares of Lumenpulse;
- All outstanding stock options (2.3 million) were assumed to be exercisable at a weighted average exercise price of $7.58 per Share;
- Sufficient tax planning strategies are available to a notional buyer that would allow them to fully access the tax loss pools and existing tax basis on the depreciable assets that exist in Lumenpulse and its subsidiary companies; and
- Lumenpulse can obtain or renew all required licences, from all applicable government or private organizations, that are relevant for this analysis.

Amendment of any of these assumptions could materially impact the conclusions reached herein.

4. Scope of Work

In preparing the Formal Valuation and Fairness Opinion, PwC relied upon financial and other information, including prospective financial information, obtained from Management and from various public, financial and industry sources, including:

- Document titled *Arrangement Agreement* between 10191051 Canada Inc. and Lumenpulse Inc. dated April 26, 2017, and other relevant transaction documents such as the financing letters, the support and voting agreements, the plan of arrangement and the Purchaser termination fee funding agreement;
- Discussion document dated April 12, 2017 prepared by NBF, presenting a summary of the Proposed Transaction;
- Lumenpulse's annual reports for each of the fiscal years ended April 30, 2014 to 2016;
- Lumenpulse's annual information form for the fiscal year ended April 30, 2016;
- Lumenpulse's audited consolidated financial statements for each of the fiscal years ended April 30, 2014 to 2016;
- Lumenpulse's unaudited consolidated financial statements for the nine months ended January 31, 2016 and 2017;

- A financial forecast model of Lumenpulse for the financial years ending April 30, 2017 to 2022 (the "Financial Forecast"), also referred to as the five-year plan;
- A presentation dated March 28, 2017 prepared by Management detailing the assumptions used in the preparation of the Financial Forecast;
- A three-year strategic plan for Lumenpulse's fiscal years 2016 to 2018, dated March 26, 2015;
- A tax forecast model of Lumenpulse for the financial years ending April 30, 2018 to 2022;
- Various Lumenpulse Board packages from June 2015 to March 2017;
- Various information sources disclosed by the Company such as management discussion and analysis ("MD&A") sections, press releases and quarterly earnings call transcripts, etc.;
- Corporate tax returns for Lumenpulse and certain of its subsidiaries for the fiscal year ended on or about April 30, 2016;
- Various documents related to the acquisition of Fluxwerx Illumination, Inc. ("Fluxwerx");
- Detailed schedule of stock options, restricted share units, deferred share units and performance share units as at March 20, 2017;
- Certain publicly available financial, stock trading and transaction information obtained from various sources, such as Bloomberg L.P., S&P Capital IQ[1], analysts' reports, companies' websites, etc; and
- Research on general economic conditions and relevant industries existing at the Valuation Date.

Furthermore, PwC met and held discussions with Management as well as with the Committee regarding the nature of operations, historical operating results and forecasted results for Lumenpulse. Over the course of PwC's engagement, PwC also held various discussions with the Committee's advisers, namely Norton Rose Fulbright Canada LLP, legal adviser to the Committee, and CIBC, financial adviser to the Committee.

PwC has not been denied access by Management to any information requested by PwC.

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[1] Disclaimer Notice: The information obtained from S&P Capital IQ may contain information obtained from third parties, including ratings from credit ratings agencies such as Standard & Poor's. Reproduction and distribution of third party content in any form is prohibited except with the prior written permission of the related third party. Third party content providers do not guarantee the accuracy, completeness, timeliness or availability of any information, including ratings, and are not responsible for any errors or omissions (negligent or otherwise), regardless of the cause, or for the results obtained from the use of such content. Third party content providers give no express or implied warranties, including, but not limited to, any warranties of merchantability or fitness for a particular purpose or use. Third party content providers shall not be liable for any direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees, or losses (including lost income or profits and opportunity costs or losses caused by negligence) in connection with any use of their content, including ratings. Credit ratings are statements of opinions and are not statements of fact or recommendations to purchase, hold or sell securities. They do not address the suitability of securities or the suitability of securities for investment purposes, and should not be relied on as investment advice.

5. Prior Valuations

PwC understands, after reasonable enquiry, that Lumenpulse has not commissioned prior valuations (as defined in MI 61-101) of the Company or of its shares, as a whole, or of the individual operating businesses or assets, within the 24 months preceding the Valuation Date.

6. Summary of Economic[2] and Industry Conditions

Lumenpulse records a majority of its revenue in Canada and in the United States. The sections that follow present an overview of the current economic conditions in Canada and the United States.

6.1. The Canadian Economy

The table below shows forecasted data for selected economic indicators for the Canadian economy:

(annual % change unless otherwise indicated)	**2015**	**2016**	**2017F**	**2018F**
Real GDP	0.9	1.4	2.1	2.0
Durable Goods	2.8	3.6	2.8	1.5
Unemployment Rate	6.9	7.0	6.8	6.6
Consumer Price Index	1.1	1.4	2.0	2.0
Overnight Rate (%)	0.50	0.50	0.50	n/a
10 Year Government Bond Yield (%)	1.39	1.72	2.08	n/a
Current Account Balance ($billions)	(67.6)	(67.7)	(34.7)	(26.3)
Housing Starts (thousands)	194	198	190	180
Exchange Rate ($/US$)	1.28	1.33	1.34	1.30

[2] Sources:
Bloomberg, *Economic Forecasts*, March 31, 2017
BMO Capital Markets, *Econofacts*, March 2017
BMO Capital Markets, *Canadian Economic Outlook,* March 31, 2017
BMO Capital Markets, *North American Outlook*, March 27, 2017
Canadian Federation of Independent Business, *Business Barometer,* March 2017
CIBC, *Monthly FX Outlook,* March 31, 2017
The Conference Board of Canada, *Job Gains Power Another Index Increase,* March 2017
EIU Viewswire, *Canada: Economic Overviews,* March 17, 2017
Scotiabank, *Foreign Exchange Outlook,* March 2017
TD Economics, *Data Release,* March 2017
TD Economics, *Long-Term Forecast,* March 16, 2017
TD Economics, *Dollars and Sense,* March 7, 2017

The Canadian economy expanded by 0.6% in January 2017, bringing the annual growth rate to 2.3%. Consumer prices rose at an annualized rate of 2.0% in February. The Bank of Canada kept the overnight rate unchanged at 0.5% and was not expected to raise rates before 2018. Canadian employment added 15,300 jobs in February, and unemployment fell to 6.6% from 6.8% as a result of a decline in labour market participation. The Canadian dollar weakened after the US election and was expected to remain weak through 2017 and 2018.

6.2. The United States Economy

The table below shows forecasted data for selected economic indicators for the US economy:

(annual % change unless otherwise indicated)	**2015**	**2016**	**2017F**	**2018F**
Real GDP	2.6	1.6	2.2	2.3
Durable Goods	6.9	5.8	5.1	2.6
Unemployment Rate	5.3	4.8	4.6	4.5
Consumer Price Index	0.1	1.3	2.5	2.4
Central Bank Rate (%)	0.50	0.75	1.50	n/a
10 Year Government Bond Yield (%)	2.27	2.45	2.90	n/a
Current Account Balance ($billions)	(463)	(481)	(580)	(685)
Housing Starts (millions)	1.11	1.18	1.30	1.36
Exchange Rate ($/US$)	1.28	1.33	1.34	1.30

The US economy expanded by an annualized 1.9% in the fourth quarter of 2016 and was forecasted to rise by 2.2% in 2017 and 2.3% in 2018. Driven primarily by rising energy prices, annual inflation rose by 2.7%, the highest in five years. The job market continued to tighten, and the unemployment rate eased 0.1% to 4.7% although 340,000 workers entered the labour force. The Federal Reserve raised interest rates by 25 basis points on March 15, and two additional hikes were expected in 2017. The relatively strong economic performance and anticipated higher interest rates were expected to support the US currency going forward.

6.3. Industry Overview[3]

The global lighting industry is generally subdivided into three separate market segments: general lighting, in which lighting is an end-product; automotive lighting, where lighting is a component of the end-products, enabling night-time visibility; and back-lighting, where lighting enables the performance of the products function (e.g. televisions, phones and screens). The global lighting industry is estimated by Management at approximately $148 billion in 2016 and is expected to grow to $167 billion by 2020.

[3] McKinsey & Company, Inc., "Lighting the Way: Perspective on the global lighting market", 2nd ed., August 2012; Lumenpulse's 2016 Annual Information Form

Of the three lighting market segments, general lighting represents 80% of the global lighting market with estimated revenue of $117 billion in 2016 and $133 billion by 2020. This market is characterized by two major product categories: fixtures and controls, and light sources (e.g. lamps and bulbs). Fixtures and controls include accessories, sockets, fixtures and luminaires, as well as control components and systems.

Light sources are generally replaceable devices that emit light, traditionally consisting of incandescent, fluorescent, halogen and HID (i.e. high-intensity discharge) products. Inexpensive incandescent bulbs and fixtures have typically been the preferred choice for residential applications. All other applications were serviced by more expensive and durable fluorescent and HID lighting and fixtures.

However, the market is experiencing a fundamental shift away from traditional lighting solutions towards LED (i.e. low-emitting diode) lighting products. According to McKinsey's report[4] (the "McKinsey Report"), the LED market share penetration is expected to increase from 9% of the global general lighting market in 2011 to attain a level of 45% in 2016, thereafter reaching a penetration level of 69% in 2020.

The table below presents the historical and expected LED penetration levels by region and the compounded annual growth rate ("CAGR") of the LED market over the period 2016 to 2020.

6.3.1. LED Market Penetration Rate as a % of the General Lighting Market and CAGR by Region[5]

	Penetration Rate				CAGR
	2011	**2012**	**2016**	**2020**	**2016-2020**
Europe	9%	15%	46%	72%	13%
North America	8%	14%	44%	70%	13%
Asia	11%	17%	45%	68%	17%
Latin America	4%	9%	37%	61%	19%
Midde East & Africa	5%	10%	33%	55%	18%
Global	**9%**	**15%**	**45%**	**69%**	**15%**

LED penetration levels are forecasted to increase across all regions with the highest levels expected to be attained in Europe, North America and Asia. In terms of market size, Asia represents the largest LED market, followed by Europe and North America.

[4] McKinsey & Company, Inc., "Lighting the Way: Perspective on the global lighting market", 2nd ed., August 2012

[5] Ibid

Overall, the LED market size is expected to increase at a CAGR of 15% over the period 2016 to 2020. The European and North American markets are forecasted to have the lowest CAGRs at 13% each over the period 2016 to 2020. The above growth rates are significantly higher than the overall growth rate forecasted for the general lighting market estimated at a CAGR of 3% over the same period of 2016 to 2020.

According to the same report, residential and office applications will represent the largest markets globally in 2016 with an estimated size of EUR14 billion and EUR4 billion, respectively, and are forecasted to have a CAGR of 14% and 22% over the period 2016 to 2020.

As per Lumenpulse's 2016 Annual Information Form, Management estimated the LED market share penetration was at 33% in 2015 and is on pace to attain the estimated 69% share in 2020 as per the McKinsey Report. Management considers the following factors will continue driving the adoption of LEDs in the general lighting market:

6.3.1.1. Superior control, lighting performance, size advantage and versatility

Unlike traditional lighting solutions, LEDs employ a solid-state digital technology, which allows the intensity of the light to be digitally controlled and more accurately focused, thus reducing energy consumption. Furthermore, LEDs have the ability to light at full intensity nearly instantaneously, change colour and temperature dynamically, and are available in small and unique sizes.

6.3.1.2. Improving LED performance and appealing economic case

LED technology has progressed significantly since high brightness LEDs were developed in the 1990s. Compared to traditional lighting solutions, LED technology is up to five times more energy-efficient and is expected to continue improving. The long lifespan of LED fixtures reduces operating costs as a result of the cost savings on maintenance and replacement. LEDs are rugged by nature and thus more resistant to impact compared to incandescent and fluorescent lighting technologies.

6.3.1.3. Regulatory influences and public awareness

Government regulations and increasing public attention toward environmental consciousness are important for the demand of energy-efficient lighting. Increasingly strict environmental regulations along with rising public environmental consciousness will drive the use of LEDs in new and retrofit projects.

6.3.1.4. Potential for new applications

As a result of being digitally controlled and available in small sizes, LEDs are increasingly being used by building owners and property managers as Management sees potential for new applications of this technology.

7. Business Overview

7.1. Business Description

Lumenpulse designs, develops, manufactures and sells specification-grade LED lighting solutions for commercial, institutional and urban environments mainly in Canada, the United States and the United Kingdom. The Company has a portfolio of over 400 highly configurable LED lighting products, control systems as well as patented and proprietary lighting technologies. Lumenpulse operates and serves exclusively the general lighting segment and focuses on the fixtures and controls product category.

The Company's fixtures are constructed from metal, glass and plastic. They are available in a variety of styles and can be paired with controls to create lighting solutions for various applications and settings.

Lumenpulse's LED lighting solutions offer many benefits over the traditional lighting technologies (halogen, fluorescent, HID, etc.) such as lower energy consumption, longer life, lower maintenance cost and greater design flexibility.

Lumenpulse comprises five brands, each one focusing on a range of lighting applications and a sector of the architectural lighting industry as follows:

- **Lumenpulse:** high-performance exterior and interior LED fixtures
- **Lumenalpha:** high-performance architectural point source lighting systems
- **Lumenarea:** urban, pedestrian-scale, area and professional landscape lighting
- **Exenia:** high-performance indoor architectural fixtures focused on the technical decorative segment
- **Fluxwerx:** high-performance LED luminaires for the general lighting of commercial and institutional spaces

Lumenpulse promotes and distributes its products internationally through a network of agents and value-added resellers, as well as through a direct sales force and sales support teams in North America, France, the UK and Italy. The Company's products are catered to and promoted for the specification-grade lighting solution market segment, which is characterized by having stringent technical requirements specific to a given project.

The Company employs approximately 670 employees around the globe with corporate headquarters in Montreal, Canada, and offices in Vancouver, Boston, Paris, Florence, London, Manchester, Hong Kong and Singapore. Approximately 487 employees are located in Canada, including 54 full-time-equivalent temporary manufacturing employees, 54 employees in the United States and 129 employees based in the EMEA (Europe, the Middle East and Africa) and APAC (Asia-Pacific) regions.

7.2. Business History

Lumenpulse was founded in 2006 by Francois-Xavier Souvay, currently serving as Chairman, President and Chief Executive Officer of the company. The Company's roots were established in 1999 when Mr. Souvay acquired Luxtec Lighting Group Inc. ("Luxtec"), a valued-added reseller of specification-grade lighting solutions with offices in Montréal and Québec City.

In 2006, Lumenpulse was founded as a research and development ("R&D") and manufacturing division of Luxtec and was later absorbed by Lumenpulse Lighting in 2008. By 2011, Lumenpulse had established additional offices in London, England, and in Boston, Massachusetts.

On April 15, 2014 and April 17, 2014, respectively, Lumenpulse successfully completed its initial public offering ("IPO") and over-allotment option granted to the underwriters, raising a total of $115 million at $16.00 per share. The Company's common shares began trading on the Toronto Stock Exchange under the symbol "LMP".

Shortly after the IPO, the Company acquired substantially all of the assets of Projection Lighting, a manufacturer of retail, display and architectural LED solutions based in the UK, and marketed its products under the AlphaLED brand. This acquisition provided Lumenpulse the opportunity to expand its indoor product offering and geographical presence in this particular market. For its North American introduction, Lumenpulse subsequently rebranded the AlphaLED product line to Lumenalpha, a line of LED downlights and spotlights for various commercial and industrial applications.

On October 7, 2014, Lumenpulse completed a secondary offering of 3.4 million common shares at a price of $19.50 per share, during which offering certain selling shareholders agreed to sell to a syndicate of underwriters. The Company did not receive any proceeds from the secondary offering.

In February of 2015, Lumenpulse acquired all of the issued and outstanding shares of Ariane Controls, a company comprising five experts in power-line communication technology and controls with a patented frequency modulation technology integrated to application-specific integrated circuit (ASIC). This technology was later integrated to Lumentalk, and the company was renamed Lumenpulse Controls Inc.

On March 16, 2015, Lumenpulse acquired all of the issued and outstanding shares of SDL Lighting, a designer and manufacturer of proprietary outdoor LED products which were later rebranded as Lumenarea.

On December 17, 2015, Lumenpulse acquired EXENIA, s.r.l. ("Exenia"), an Italian manufacturer of architectural indoor LED lighting solutions focused on design and quality.

Lumenpulse completed its most recent acquisition on March 9, 2016. Fluxwerx is a fast-growing provider of specification-grade LED lighting solutions for indoor spaces, based in British

Columbia, Canada. The acquisition enabled Lumenpulse to capitalize on the fastest-growing LED lighting segment and to leverage the innovative proprietary anidolic optics technology developed by Fluxwerx.

7.3. Historical Financial Results

The following table summarizes Lumenpulse's financial results for each of the fiscal years ended April 30, 2013 to 2016 and the first nine months of fiscal ("FY") 2017.

7.3.1. Summary of Historical Financial Results[6]

($ millions)	**2013**	**2014**	**2015**	**2016**	**2017**
					9 months
Revenue	**42.3**	**62.2**	**100.7**	**145.1**	**154.7**
Annual growth	*n/a*	*47.0%*	*61.8%*	*44.1%*	*n/a*
Adjusted gross margin	15.4	26.2	43.7	69.5	74.9
% of revenue	*36.3%*	*42.0%*	*43.4%*	*47.9%*	*48.4%*
Adjusted operating expenses	(21.4)	(25.7)	(40.1)	(58.4)	(58.8)
Adjusted EBITDA*	**(6.0)**	**0.4**	**3.6**	**11.1**	**16.1**
% of revenue	*(14.2)%*	*0.7%*	*3.6%*	*7.6%*	*10.4%*
Share-based compensation	(1.6)	(1.7)	(0.5)	(0.9)	(1.5)
Depreciation and amortization	(1.5)	(2.1)	(3.2)	(6.8)	(9.1)
Financing charges	(6.6)	(44.5)	1.2	0.4	(5.3)
Unusual and non-recurring items	0.0	(0.6)	(1.6)	(5.4)	(0.9)
Loss before income taxes	(15.6)	(48.4)	(0.4)	(1.7)	(0.6)
Income taxes	(2.5)	(0.7)	0.1	4.7	(1.4)
Net earnings (loss)	**(18.1)**	**(49.2)**	**(0.4)**	**3.1**	**(2.0)**
Capital expenditures	**1.6**	**2.7**	**5.0**	**7.9**	**4.2**
% of revenue	*3.7%*	*4.3%*	*5.0%*	*5.4%*	*2.7%*

**Earnings before interest, taxes, depreciation and amortization*

[6] As-reported gross margin and operating expenses have been adjusted for the effect of share-based compensation, depreciation and amortization, financing charges and unusual and non-recurring items. EBITDA has been adjusted for the effect of share-based compensation and unusual and non-recurring items. Some numbers may not add up due to rounding.

7.3.2. Revenue

Between FY2013 and FY2016, revenue increased from $42.3 million to $145.1 million, representing a 51% CAGR. Revenue growth during this period was primarily due to a strong expansion of Lumenpulse's product offering and expansion outside of Canada, including the United States, as well as the acquisition of Projection Lighting. The strong growth in year-to-date revenue for FY2017 was primarily driven by the acquisitions of Exenia and Fluxwerx.

A majority of the Company's revenue is generated in the United States. The following table presents the revenue breakdown by geographic area:

	2013	2014	2015	2016	2017[7]
Canada	44%	38%	23%	20%	18%
United States	47%	53%	45%	55%	60%
Rest of the world	9%	9%	32%	25%	22%

7.3.3. Adjusted EBITDA

Adjusted EBITDA ("EBITDA") improved from negative $6.0 million in FY2013 to positive $16.1 million for the the nine months ended January 31, 2017. Adjusted EBITDA margin increased from negative 14.2% to positive 10.4% during the same period.

EBITDA was calculated based on reported EBITDA and was adjusted to exclude the following items:

- Share-based compensation related to the vesting of stock options; and
- Unusual and non-recurring items, which include, among others, relocation expenses, employee termination costs and acquisition-related items.

The Company has been able to improve profitability by leveraging manufacturing operations through economies of scale, reducing input costs through value-engineering, improving operational efficiency, leveraging operational and workforce structures and applying strategic price increases.

7.3.4. Capital Expenditures

Capital expenditures over the period FY2013 to FY2017 and for the nine months ended January 31, 2017 ranged between $1.6 million in FY2013 and $7.9 million in FY2016, representing on average approximately 4.2% of revenue. Capital expenditures for the nine months ended January 31, 2017 amounted to $4.2 million or 2.7% of revenue. Capital expenditures have historically

[7] Nine months

comprised mostly leasehold improvements, equipment and tools, product samples for new production introductions, office furniture and computer equipment.

7.4. Forecasted Financial Results

The following table summarizes Lumenpulse's forecasted financial results for the year and for the three months ending April 30, 2017, as well as for each of the years ending April 30, 2018 to 2022.

7.4.1. Summary of Forecasted Financial Results[8]

($ millions)	2017	2017	2018	2019	2020	2021	2022
	3 months	*12 months*					
Revenue	**55.0**	**209.7**	**255.4**	**307.0**	**354.3**	**398.1**	**430.4**
Annual growth	*n/a*	*44.5%*	*21.8%*	*20.2%*	*15.4%*	*12.3%*	*8.1%*
Adjusted gross margin	26.0	100.9	124.1	149.8	172.6	194.4	210.6
% of revenue	*47.3%*	*48.1%*	*48.6%*	*48.8%*	*48.7%*	*48.8%*	*48.9%*
Adjusted operating expenses	(21.3)	(80.1)	(90.3)	(98.3)	(108.3)	(115.9)	(121.7)
EBITDA	**4.7**	**20.8**	**33.9**	**51.6**	**64.3**	**78.5**	**88.8**
% of revenue	*8.5%*	*9.9%*	*13.3%*	*16.8%*	*18.1%*	*19.7%*	*20.6%*
Capital expenditures	**1.5**	**5.7**	**10.2**	**12.3**	**10.6**	**11.9**	**12.9**
% of revenue	*2.8%*	*2.7%*	*4.0%*	*4.0%*	*3.0%*	*3.0%*	*3.0%*

7.4.2. Revenue

The forecasted growth expected in FY2017 is mostly due to the contribution from the acquisition of Fluxwerx, which was completed in March 2016. On a pro forma basis, revenue in FY2016 would have been $178 million on the assumption that both Fluxwerx and Exenia were acquired on May 1, 2015. On this basis, the growth in FY2017 would have been approximately 18%. Alternatively, removing Fluxwerx and Exenia from FY2016 and FY2017 would have resulted in revenue of approximately $136.7 million and $137.5 million, respectively, representing a revenue growth rate of approximately 0.5%, indicating that growth was mainly driven by recent acquisitions.

Revenue is forecasted to increase from $209.7 million in FY2017 to $307.0 million in FY2019, representing a CAGR of 21% over the two-year period. In the following years, a slowing of the growth rates is expected with revenue increasing from $307.0 million in FY2019 to

[8] Some numbers may not add up due to rounding.

$430.4 million by FY2022, reflecting annual growth rates of 15.4% in FY2020, 12.3% in FY2021 and 8.1% in FY2022.

Over the forecast period of FY2017 to FY2022, revenue is expected to increase at a CAGR of 15.5%, which is in line with the forecasted CAGR of 15% (2016 to 2020) of the LED market as estimated in the McKinsey Report.

In terms of revenue breakdown per region, the US market is expected to remain the Company's main market, representing approximately 63% of total revenue. The Fluxwerx product line is expected to overtake the Company's current Lumenpulse product line and become the Company's leading revenue contributor by FY2021.

7.4.3. EBITDA

The EBITDA margin is forecasted to increase from 9.9% in FY2017 (EBITDA of $20.8 million) to reach a level of 20.6% by FY2022 (EBITDA of $88.8 million), representing a CAGR of 33.7% in EBITDA over the period FY2017 to FY2022.

The forecasted EBITDA margin of 20.6% expected to be achieved by FY2022 ranks among the highest margins when compared to the observed EBITDA margins of comparable public companies averaging 13.0%, as shown in **Appendix 1.**

The forecasted EBITDA margin is in line with the forecasted margins of 18% to 20% as disclosed by Management to the public.

7.4.4. Capital Expenditures

Capital expenditures are forecasted by Management to be 4.0% of revenue for FY2018 and FY2019, and 3.0% of revenue for the following years, with annual expenditures ranging between $10.2 million and $12.9 million over the same period.

7.5. Financial Position

Lumenpulse's financial position as at January 31, 2017 is summarized in the following table.

7.5.1. Summary of Financial Position

($ millions)	January 31, 2017
Cash	21.5
Other current assets	60.6
Property, plant and equipment and intangible assets	87.0
Other long-term assets	63.5
Total assets	**232.6**
Current liabilities	38.2
Interest-bearing debt (including current portion and accrued interest)	9.0
Contingent and deferred consideration related to business acquisitions	29.7
Other long-term liabilities	19.2
Total liabilities	**96.1**
Shareholders' equity	**136.5**

As at January 31, 2017, Lumenpulse had non-cash working capital of approximately $22.6 million, representing approximately 11.6% of last twelve-month revenue.

As at January 31, 2017, Lumenpulse's interest-bearing debt included a bank indebtedness under line of credit of $9.0 million.

Contingent and deferred consideration related to business acquisitions included the earnouts, cash holdback and other deferred payments related to the acquisitions of Fluxwerx and Exenia.

Other long-term liabilities of $19.2 million consist of $1.5 million of deferred lease inducements, $15.8 million of deferred tax liabilities and $1.9 million of other liabilities.

7.6. Share Trading Information

As at the Valuation Date, Lumenpulse had approximately 25.6 million Shares, which are listed on the Toronto Stock Exchange under the symbol "LMP", and 2.3 million stock options.

The reported high and low prices and trading volume of the Shares are presented below for the periods indicated.

7.6.1. Summary of Share Trading Activity[9]

	2015			2016			2017		
	Share Price			Share Price			Share Price		
Period	**Low**	**High**	**Volume**	**Low**	**High**	**Volume**	**Low**	**High**	**Volume**
			(in 000)			*(in 000)*			*(in 000)*
January	14.99	17.04	208	15.32	18.67	664	17.40	19.00	376
February	15.54	17.29	273	15.75	17.04	358	17.00	18.10	302
March	13.41	17.09	739	13.86	16.98	545	12.10	17.82	902
April	14.00	14.99	687	15.31	17.07	422	11.30[10]	13.06[11]	777[12]
May	14.20	16.60	626	15.50	17.22	448			
June	14.91	18.90	1,140	15.75	17.39	518			
July	13.25	16.19	605	16.08	17.30	171			
August	12.50	15.68	477	16.59	18.00	243			
September	12.02	14.80	664	16.27	18.10	397			
October	12.50	14.69	670	16.01	16.92	235			
November	14.30	16.22	455	15.40	17.33	387			
December	14.30	19.19	908	16.60	19.14	899			

Lumenpulse completed its IPO in April 2014 at a price of $16.00 per share.

Lumenpulse's Shares have relatively low trading volume. Total trading volume spiked in March 2017 following the announcement of the financial results for the Company's third quarter of FY2017 below market expectations and revised Management guidance, leading to a significant decline in share price in the following days.

For the 12 months preceding the Valuation Date, Lumenpulse's shares closed at an average price of $16.43 with a daily average trading volume of approximately 22.7 thousand shares.

[9] Source: Bloomberg L.P.

[10] Data for the period from April 1, 2017 to April 26, 2017

[11] Ibid

[12] Ibid

8. Valuation Approaches

8.1. Overview

There are several generally accepted methods for determining the value of a company's equity interests or enterprise value ("Enterprise Value, or "EV"). In general, valuations are based on one or more of the following major approaches:

- The Income Approach
- The Market Approach
- The Asset-Based Approach

8.2. Income Approach

The Income Approach is adopted where the business is believed to be viable as a going concern. The future earnings or cash flow of the business are converted to a value using procedures that consider the expected growth and timing, the risk profile of the benefits stream and the time value of money. The conversion of the benefits stream to value normally requires the determination of a discount rate (rate of return). In determining the appropriate rate, consideration is given to such factors as interest rates, rates of return anticipated by investors on alternative investments, the risk characteristics of the anticipated benefits of the subject entity, etc. Typically, the rate of return or discount rate used is consistent with the anticipated risks and benefits.

The most commonly adopted methodologies are:

- Discounted cash flow ("DCF Method")
- Capitalized cash flow
- Capitalized earnings

8.3. Market Approach

The Market Approach to valuation is a general way of determining a value indication of a business or an equity interest therein using one or more methods that compare the subject entity to similar businesses, business ownership interests and securities (investments) that have been sold. Examples of methods under this approach include, the comparable public company method (the "CPC Method") and the precedent transaction method (the "Transaction Method").

The CPC Method is a method whereby market multiples are derived from market prices of actively traded stocks of companies that are engaged in the same or similar lines of business. Under this method, comparable company data is used to develop value measures that can be applied to the subject company's financial data, in order to reach an indication of value for the issued shares of the subject entity. To the extent that the risk associated with an investment in

the subject entity is different from that of the comparable companies, subjective adjustments are made to the market-based ratios to reflect such differences.

Under the Transaction Method, valuation ratios are derived from open-market transactions of significant interests in entities engaged in the same or similar line of business as the subject entity.

8.4. Asset-Based Approach

An Asset-Based Approach may also be appropriate to value a business that is not generating an adequate return on its underlying investment and where value may be greater on a break-up basis than as a going concern. This approach is also appropriate for a holding company where its value is based on the value of its underlying investments.

9. Selected Valuation Approach and Methodology

9.1. Approach and Methodology

Based on PwC's understanding of Lumenpulse and the Information reviewed and relied upon, subject to PwC's analysis and exercise of professional judgment, the DCF Method was selected as the primary methodology in arriving at the Enterprise Value of Lumenpulse. This method was selected based on the significant forecasted growth in revenue and profitability estimated by Management.

PwC has not relied on the CPC Method and the Transaction Method as a direct valuation method in light of the Company's strong forecasted growth in revenue and profitability when compared to comparable companies. However, these methods were relied upon in the determination of the terminal value, which is an input used in the DCF Method.

PwC has also considered various other indicators of value including Lumenpulse's share trading prices.

9.2. Primary Valuation Approach: DCF Method

The DCF Method is generally appropriate in situations where the entity's cash flows can be reasonably estimated and are expected to differ significantly from the historical performance (for example, expansion of capacity, cyclical industry, cessation or sale of a portion of a business, or where the subject of the valuation has finite life).

Under the DCF Method, projected cash flows are discounted by the desired rate of return, which considers a number of internal and external factors relating to the business being valued, as well as the time-value of money. In effect, the rate of return has regard to the various risks attached to, and the opportunity costs of, acquiring the business.

In addition, if appropriate, the residual, or "terminal", value of the business/assets at the end of the projection period is included in the calculation, as there is an assumption that cash flows from operations will continue at an assumed growth rate or the assets purchased will ultimately be disposed of (converted into cash).

If the projected cash flows are unlevered, the resulting value is known as the Enterprise Value, being the combined value of the company's debt and equity. To determine the FMV of the equity, one then deducts the amount of outstanding interest-bearing debt, net of cash, and adds any net redundant assets (or deducts any net redundant liabilities) and any non-interest-bearing obligations not factored into the cash flow forecast.

Management provided PwC with its Financial Forecast for the three-month period ending April 30, 2017 and for the five-year period from May 1, 2017 to April 30, 2022. The Financial Forecast contains projected income statements, balance sheets and cash flow statements, as well as the major underlying assumptions driving the forecast.

The DCF Method requires that numerous assumptions be made regarding, among other things, revenue, operating costs, working capital and capital costs. Readers should be cautioned that financial forecasts involve numerous risks and uncertainties. By their nature, future events cannot be determined. Actual results may vary significantly from the Financial Forecast set out herein.

10. Valuation Analysis

10.1. Determination of Unlevered Free Cash Flows

The following table provides a summary of the projected unlevered free cash flows for Lumenpulse's operations for the three-month period ending April 30, 2017 and for each of FY2018 to FY2022[13]:

($ millions)	**Feb. 1 to Apr. 30, 2017**	**2018**	**2019**	**2020**	**2021**	**2022**
	3 months					
Revenue	55.0	255.4	307.0	354.3	398.1	430.4
Annual growth	*n/a*	*21.8%*	*20.2%*	*15.4%*	*12.3%*	*8.1%*
EBITDA	**4.7**	**33.9**	**51.6**	**64.3**	**78.5**	**88.8**
% of revenue	*8.5%*	*13.3%*	*16.8%*	*18.1%*	*19.7%*	*20.6%*
Less: Depreciation and amortization	(3.1)	(13.8)	(13.4)	(13.1)	(12.9)	(12.8)
EBIT	1.6	20.0	38.1	51.1	65.6	76.1
Less: Income taxes	(0.5)	(5.8)	(11.3)	(14.7)	(18.5)	(21.0)
After-tax income	1.1	14.2	26.8	36.4	47.1	55.1
Add: Depreciation and amortization	3.1	13.8	13.4	13.1	12.9	12.8
Less: Capital expenditures	(1.5)	(10.2)	(12.3)	(10.6)	(11.9)	(12.9)
Change in working capital	1.3	(9.9)	(10.7)	(7.8)	(3.9)	(1.2)
Unlevered free cash flow	**4.0**	**7.9**	**17.2**	**31.1**	**44.1**	**53.8**

The following provides an overview of the key variables and assumptions used by Management in arriving at forecasted unlevered free cash flows.

10.1.1. Income Taxes

The income taxes payable was provided by Management, reflecting the utilization of accumulated past tax losses and eligible tax depreciation, as well as the different tax rates prevailing in the various jurisdictions in which the profits are generated. The resulting effective income tax rate in FY2022 was hence estimated at 27.6%.

[13] Some numbers may not add up due to rounding.

10.1.2. Capital Expenditures

Capital expenditures were forecasted by Management at 4% of revenue for FY2018 and FY2019, and 3% of revenue for the following years, resulting in annual expenditures ranging between $10.2 million and $12.9 million over the five-year period ending April 30, 2022.

10.1.3. Change in Non-Cash Working Capital

Non-cash working capital comprises accounts receivable, inventory, prepaid expenses, accounts payable, income taxes payable and other liabilities as estimated by Management. The net change has been estimated by Management based on forecasted sales, expenses and estimated accounts receivable, inventory and accounts payable. Accounts receivable were forecasted based on the Company's target of 50 days' sales outstanding, while accounts payable were forecasted as a reduction of days payable currently outstanding. Inventory turnover was estimated based on a forward-looking 3.5x turnover, gradually improving to 3.9x over the forecast period. Other working capital items have been assumed to be maintained at current levels.

10.1.4. Unlevered Free Cash Flows

Unlevered free cash flows during the forecast period were estimated at $4.0 million for the three-month period ending April 30, 2017, and at $7.9 million in FY2018 increasing thereafter to attain a level of $53.8 million in FY2022.

It should be noted that the Company anticipates some annual cost savings (e.g reduction in public filing costs and reporting) as a result of the Proposed Transaction. The above cash flows do not reflect such savings. The impact of these cost savings on the value of the Shares would not be significant.

10.2. Present Value of Unlevered Free Cash Flows

The unlevered free cash flows for the forecast period is discounted to the Valuation Date using the weighted average cost of capital ("WACC"), as more fully discussed below.

10.2.1. WACC

The WACC is an overall required rate of return which takes into account the required rate of return of all forms of invested capital (i.e. cost of debt and cost of equity capital). It is the rate of return indicative of the investment risk inherent in the ownership of the business enterprise, inclusive of all of its assets, tangible and intangible, current and long-term.

In selecting a discount rate to apply, PwC reviewed available data from a variety of public sources, including selected North American and European public companies operating in the lighting industry and which may be considered somewhat comparable to Lumenpulse.

The following table shows the key inputs used in the determination of the WACC:

Risk-free rate[14]	Rf	2.3%
Equity risk premium[15]	Rp	5.0%
Relevered equity beta[16]	ß	1.23
Size premium[17]	Rs	2.7%
Company-specific premium	α	2.0%
Cost of equity	Ke = Rf + Rp * ß + Rs + α	**13.1%**
Pre-tax cost of debt[18]	i	4.2%
Tax rate[19]	t	28.6%
After-tax cost of debt	Kd = i * (1 – t)	**3.0%**
Debt as a % of total capital[20]	d%	10.0%
WACC (rounded)	Ke * (1 – d%) + Kd * d%	**12.0%**

The company-specific premium was selected based on consideration of the following factors:

- The Company's ability to achieve the forecasted financial results, including revenue, margins and cash flows;
- Uncertainties related to the US market, redeployment of the Company's sales force as well as the risk inherent in the Company's expansion in new markets;
- Achievement of forecasted EBITDA margin in FY2022, which is among the highest observable margins of comparable companies and higher than the Company's initial annual guidance; and
- Fragmented LED market with several small players, providing the Company the potential opportunity to make acquisitions and benefit from cost and cross-selling synergies or to eventually be acquired by a larger player.

Based on the factors that PwC considered relevant, a WACC in the range of approximately 11.75% to 12.25% (12.0% ± 0.25%) was selected and considered appropriate.

[14] 20 Year Canadian Sovereign Strips as at April 26, 2017

[15] PwC consensus estimate for long-term investment horizon

[16] Based on selected observed data for comparable public companies and PwC analysis

[17] Size premium for companies having a market capitalization between US$264 million and US$568 million as per *Duff & Phelps 2017 Valuation Handbook - U.S. Guide to Cost of Capital*

[18] 20 Year Canadian BBB-rated Corporate Bonds Index as at April 26, 2017

[19] Average long-term blended tax rate

[20] Based on the Company's borrowing capacity and a review of comparable public companies

10.3. Terminal Value

To determine the terminal value at the end of FY2022, PwC considered two methodologies, namely (i) a capitalization of cash flows ("CCF") method; and (ii) an exit EV/EBITDA multiple.

10.3.1. Capitalization of Cash Flows Method

In arriving at the terminal value under the CCF method, PwC used the forecasted revenue and EBITDA margin in FY2022 as basis and applied a long-term growth rate ranging between 4.5% and 5.0%[21] annually.

The above growth rates were selected based on:

- A review of forecasted industry growth rates of the LED market as well as the global lighting market;
- Management's forecasted growth rates over the forecast period; and
- Discussions with Management.

Income taxes were deducted at a rate of 27.6%, similar to the prevailing rate in FY2022.

The annual capital expenditure in the terminal value was estimated by PwC at 2.5% of revenue, amounting to $11.3 million, in light of the lower forecasted long-term growth rate compared to those forecasted over the forecast period. This annual amount is also approximately equivalent to the average annual capital expenditure of $11.6 million over the period FY2018 to FY2022.

The change in non-cash working capital was estimated based on the same ratio as forecasted in FY2022.

Based on the above WACC rates and long-term growth rates, the resulting multiplier was calculated to be in a range of 12.9x to 14.8x. The multiplier is the inverse of the terminal capitalization rate, which was determined to be in the range of 11.75% to 12.25% less the assumed long-term growth of 5.0% and 4.5% per annum, respectively.

Based on the above terminal year cash flows and multipliers, the terminal value under the CCF method was hence estimated to range between $730.9 million and $839.3 million, which was then discounted back to the Valuation Date, resulting in a present value of the terminal value ranging between $433.7 million and $508.2 million.

10.3.2. Exit EV/EBITDA Multiple

In the selection of the EV/EBITDA multiple to determine the terminal value, PwC relied on two approaches namely:

[21] These long-term growth rates are equivalent to (i) an annual growth rate of 8.1% over a period of 5 to 6 years, followed by an annual growth rate of 3.5% thereafter, or (ii) an annual growth rate of 8.1% declining gradually to 3.5% over 12 years, using a WACC of 12%.

- A regression analysis of currently observed EV/LTM (last twelve months) EBITDA multiples of comparable public companies compared to their forecasted revenue CAGR over the next four-year period (2016 to 2020). The regression analysis was performed on the EV/LTM EBITDA multiples and CAGR of selected comparable companies for which forecasted data was available. This forecasted data is based on a review of various analysts' views of the future operating performance for the comparable companies.

  Based on the regression equation and as presented below, PwC calculated the indicated EV/LTM EBITDA multiple for a range of CAGR between 4% and 7%, which is an estimate of the expected growth rate for the years following the projection period.

CAGR	4%	5%	6%	7%
EV/LTM EBITDA	**9.4x**	10.0x	10.7x	**11.4x**

- A review of observed EV/LTM EBITDA multiples of precedent transactions in the industry whereby the average multiple stood at **9.4x** (See **Appendix 2**).

Based on the above, PwC selected EV/EBITDA multiples ranging between **9.5x** and **11.0x** (midpoint of 10.25x), resulting in a terminal value ranging between between $844.0 million and $977.3 million. The terminal values were then discounted back to the Valuation Date, resulting in present values of the terminal value ranging between $472.7 million and $559.8 million using a WACC of 12.25% and 11.75%, respectively.

10.4. Enterprise Value

The EV determined based on the above two approaches are presented in the table below:

($ millions)	**Low**		**High**	
Terminal value based on	CCF	Exit Multiple	CCF	Exit Multiple
Present value of cash flows (2017-2022)	110.5	110.5	111.9	111.9
Present value of terminal value	433.7	472.7	508.2	559.8
Enterprise Value	**544.2**	**583.2**	**620.1**	**671.7**

10.5. Equity Value

In arriving at the FMV of the going concern equity value, interest-bearing debt, net of cash, is deducted from the EV of Lumenpulse, along with other adjustments as presented below.

($ millions)	
Plus: Cash and cash equivalents[22]	21.5
Plus: Proceeds from exercise of stock options[23]	17.4
Less: Estimated expenses for relocation, net of taxes[24]	(1.8)
Less: Bank indebtedness under line of credit[25]	(9.0)
Less: Contingent payments and deferred payments on business acquisitions[26]	(30.9)
Total adjustments	**(2.8)**

10.5.1. Selected Equity Value per Share

The table below summarizes the share price range under both DCF methods:

($ millions, except per share data)	**Low**		**High**	
Terminal value based on	CCF	Exit Multiple	CCF	Exit Multiple
FMV of Equity Value	541.4	580.4	617.3	668.9
FMV of Equity Value per Share[27]	19.43	20.83	22.15	24.00
Selected Equity Value per Share	**20.00**		**23.00**	
Implied Enterprise Value	*560.2*		*643.8*	
Implied Equity Value (fully diluted basis)	*557.4*		*641.0*	

[22] Cash and cash equivalents as at January 31, 2017

[23] Based on 2.3 million stock options at an average exercise price of $7.58 per Share

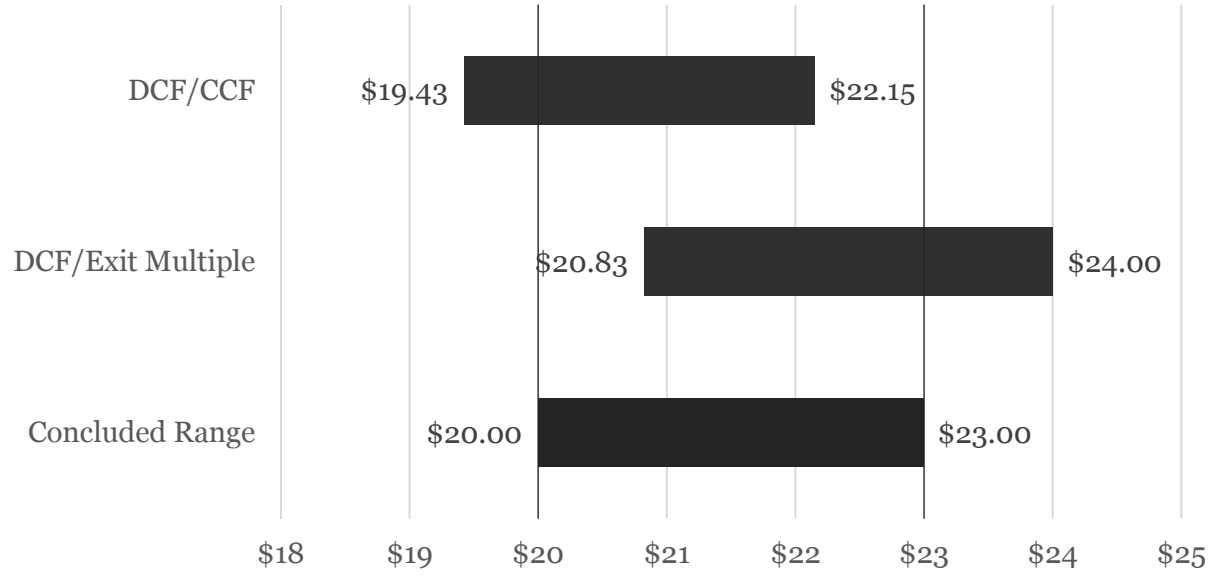
[24] Relocation expenses for the Montréal plant estimated at $2.5 million, net of taxes at a rate of 26.9%

[25] Bank indebtedness under line of credit, as at January 31, 2017

[26] Contractual payments related to deferred consideration and earnouts to the former shareholders of Fluxwerx ($29.0 million) and Exenia ($1.9 million)

[27] The equity value was divided by the fully diluted number of Shares outstanding (27.9 million) in arriving at the equity value per Share, based on 25.6 million common shares outstanding and a total of 2.3 million stock options outstanding.

10.5.2. Valuation Summary



10.6. DCF Method Implied Valuation Multiples

The selected EV range above results in the following implied multiples:

	Low	High
EV/Fiscal 2017 Forecasted EBITDA	26.9x	30.9x
EV/Fiscal 2018 Forecasted EBITDA	16.5x	19.0x

The above implied multiples are significantly higher than the average observed multiples of comparable companies of 13.3x (EV/LTM EBITDA) and 11.1x (EV/Forecasted CY2017 EBITDA) as shown in **Appendix 1**, and significantly higher than the average observed multiple of precedent transactions of 9.4x (EV/LTM EBITDA) as shown in **Appendix 2**. The above implied multiples are considered reasonable in light of the significantly higher growth in revenue and EBITDA being forecasted by the Company in comparison to the comparable companies.

10.7. DCF Sensitivity Analysis

PwC performed sensitivity analyses on certain key assumptions underlying the DCF Method. The following table summarizes the sensitivities and approximate impact on the midpoint Equity Value per Share of $21.50.

Variable	Assumption	Change	Approximate Impact on Equity Value per Share
Discount rate	11.75% to 12.25%	±0.5%	±$1.55
Terminal growth rate	4.5% to 5.0%	±0.5%	±$1.17
Capital expenditures in terminal value	2.5% of revenue	3% of revenue	($0.50)
EBITDA margin in terminal value	20.6%	20.0%	($0.60)
Annual revenue growth from 2020 to 2022	15.4%, 12.3% and 8.1%, respectively	+2.5%	$1.20

10.8. Other Value Indicator

10.8.1. Share Price

As previously discussed, the trading volumes of the Shares on the Toronto Stock Exchange over the twelve-month period preceding the Valuation Date are relatively low. Furthermore, the trading price has declined and exhibited significant volatility following the release of financial results for the Company's third quarter of FY2017 and downward revision of Management guidance at the beginning of March 2017. As such, the trading price is considered somewhat speculative as at the Valuation Date, rather than a true indicator of value.

11. Valuation Conclusion

Subject to the limitations, the scope of work, and the assumptions set out herein, it is PwC's opinion that the FMV of the Shares as at the Valuation Date is in the range of $557.4 million and $641.0 million, which is equivalent to a FMV of $20.00 to $23.00 per common share on a fully diluted basis.

12. Fairness Opinion

12.1. Approach to Fairness

In assessing the fairness of the Consideration, from a financial point of view, to the shareholders of the Company other than the Rollover Shareholders, PwC performed the following (in addition to the work noted above required to conclude on the Formal Valuation):

- Had discussions with the Committee to gain an understanding of the Proposed Transaction and relevant issues, as well as with the Committee's financial adviser, CIBC, on several occasions;
- Reviewed analyst reports from eight investment banks covering the Company and their estimated target prices;
- Analyzed the historical share price trend and volumes traded since the Company's IPO;
- Reviewed various information sources disclosed by the Company, such as MD&A sections, press releases and quarterly earnings call transcripts, etc.;
- Had discussions with Mr. François-Xavier Souvay; and
- Performed additional analysis and research, as necessary.

12.2. Fairness Considerations

In concluding on the fairness of the Consideration, from a financial point of view, to the shareholders of the Company other than the Rollover Shareholders, PwC considered the following factors:

1. The Consideration of $21.25 being offered to the shareholders falls within PwC's determined range of FMV per share of $20.00 to $23.00;
2. A review of recent analyst reports (on or around March 9, 2017) from eight investment banks covering the Company whereby the target share price ranged between $14.00 and $20.00, averaging $16.94. The Consideration being proposed represents a premium of 25% above the average target price of the analysts which is generally expected to be reached in the short to medium term. The Consideration being proposed also represents a premium of 25% above the closing share price of $16.92 as at March 8, 2017, the day prior to the disclosure of the third-quarter financial results and revised guidance by Management. The share price subsequently declined by 32% to the Valuation Date;
3. The Consideration being proposed represents a premium of **86%** over the closing share price of $11.44 as at April 26, 2017. This premium is significantly higher than the observed historical control premiums in past transactions ranging between 38% and 46% as described below:

a. According to the "Factset Mergerstat Control Premium Study" database, the observable historical control premiums amount to **38%** on average in industry sectors with SIC code 3641 – Electric lamp bulbs and tubes, SIC code 3645 – Residential electrical lighting fixtures, and SIC code 3646 – Commercial, Industrial, and institutional lighting fixtures.

b. According to Mergerstat Review 2017, the average control premium for all industries stood at **46%** in 2016, while the average control premium over the five-year period from 2012 to 2016 stood at **45%**.

4. The negotiation process and steps undertaken by the Committee in ensuring that the optimal offer price has been obtained on behalf of the minority shareholders whereby:

   a. The Committee hired CIBC as financial adviser to advise and assist in negotiation strategies with the Consortium;

   b. CIBC held discussions and negotiations with NBF, the financial adviser acting on behalf of the Consortium; and

   c. The Committee also held several discussions and negotiations directly with the Consortium.

5. The Rollover Shareholders are not contemplating any alternative other than the Proposed Transaction. Also, the CEO, who owns approximately 16% of the shares of the Company, wishes to continue to develop the business over the long term. This would limit the alternatives available to the minority shareholders to monetize and obtain a higher price, at least, in the short to medium term.

12.3. Fairness Conclusion

Based upon and subject to the foregoing, including the scope of work, limitations and assumptions, PwC is of the opinion that, at the date hereof, the Consideration being offered under the Arrangement is fair, from a financial point of view, to the shareholders other than the Rollover Shareholders.

Yours very truly,

PricewaterhouseCoopers LLP

Dominic Pharand, CPA, CA, CFA, CBV
Partner, Valuations, Modelling and Disputes

Helen Mallovy Hicks, FCPA, FCA, FCBV
Partner, Valuations, Modelling and Disputes

Appendix 1 – Comparable Public Companies and Precedent Transaction Descriptions[28]

Multiples of Comparable Public Companies

PwC considered the trading multiples of various selected comparable companies (the "Comparable Companies") operating in the general lighting sector. A brief description of selected Comparable Companies is included in the following section.

There are no exact comparables as a result of differences in size, financial composition, market coverage, product offerings, etc. This is particularly true of companies in the lighting industry, where the market is very fragmented in both the verticals addressed and the geographic regions covered.

PwC analyzed EV to LTM EBITDA multiples for the Comparable Companies and EV to calendar year ("CY") 2017 EBITDA multiples, where forecast data was available for the Comparable Companies.

The Comparable Companies and related trading multiples are shown below:

(in millions of currency, unless otherwise noted)					Enterprise Value/	
Company	**Currency**	**Market Cap[29]**	**EV**	**LTM EBITDA Margin**	**LTM EBITDA**	**CY2017 EBITDA[30]**
Acuity Brands	USD	7,782	7,675	17.2%	13.0x	11.9x
Hubbell	USD	6,321	6,877	17.0%	11.6x	11.3x
OSRAM Licht	EUR	5,955	5,647	16.3%	9.0x	8.3x
Philips Lighting	EUR	4,376	4,821	9.0%	7.5x	5.9x
Cree	USD	2,119	1,698	9.7%	11.6x	9.9x
Fagerhult	SEK	12,615	14,538	14.9%	19.1x	17.6x
Zumtobel Group	EUR	812	937	9.6%	7.4x	6.8x
FW Thorpe	GBP	399	363	21.5%	17.1x	n/a
Dialight	GBP	331	323	11.1%	16.0x	12.2x
Luceco	GBP	402	431	15.6%	20.7x	17.7x
LSI Industries	USD	240	304	6.8%	11.8x	12.6x
Revolution Lighting Technologies	USD	182	229	7.1%	18.1x	11.2x

[28] Source: S&P Capital IQ, Company disclosures and PwC analysis

[29] Market cap has been calculated using share price data as at April 26, 2017.

[30] CY2017 EBITDA based on the consensus analyst estimate

(in millions of currency, unless otherwise noted)					Enterprise Value/	
Company	Currency	Market Cap[29]	EV	LTM EBITDA Margin	LTM EBITDA	CY2017 EBITDA[30]
Carmanah Technologies	USD	77	63	13.7%	9.6x	8.3x
Average				**13.0%**	**13.3x**	**11.1x**
Median				**13.7%**	**11.8x**	**11.3x**
Low				**7.1%**	**7.4x**	**5.9x**
High				**21.5%**	**20.7x**	**17.7x**

Trading Multiples – Comparable Public Companies

EV to LTM EBITDA

The EV to LTM EBITDA multiples for the Comparable Companies is in the range of 7.4x to 20.7x with a mean of 13.3x and a median of 11.8x.

EV to CY 2017 EBITDA

The EV to CY 2017 EBITDA multiples for the Comparable Companies is in the range of 5.9x to 17.7x with a mean of 11.1x and a median of 11.3x. These multiples are based on a review of various analysts' views on CY17 EBITDA for the Comparable Companies, and as a result, the information should be interpreted with caution.

Description of Comparable Public Companies

Acuity Brands, Inc. ("Acuity")

Acuity designs, produces, and distributes various lighting solutions and services for commercial, institutional, industrial, infrastructure, and residential applications in North America and internationally. The company offers lighting and controls products and solutions, including recessed, surface, and suspended lighting; down, decorative, emergency and exit, track, daylighting, special-us, street and roadway, parking garage, and underwater lighting; area pedestrian, flood, and decorative site lighting; landscape lighting; occupancy sensors; photo controls; relay panels; architectural dimming panels; and integrated lighting controls systems. It also provides modular wiring products, LED drivers, glass products, and inverters; and services across applications that primarily relate to monitoring and controlling lighting systems through network technologies and the commissioning of control systems.

Hubbell Inc. ("Hubbell")

Hubbell designs, manufactures, and sells electrical and electronic products in the United States and internationally. It operates through two segments, Electrical and Power. The Electrical segment offers standard and special application wiring device products, rough-in electrical products, connector and grounding products, lighting fixtures and controls, and other electrical equipment for use in industrial, commercial, and institutional facilities. The Power segment designs, manufactures, and sells distribution, transmission, substation, and telecommunications products.

OSRAM Licht AG ("OSRAM")

OSRAM provides various lighting products and solutions worldwide. The company operates through Specialty Lighting, Opto Semiconductors, and Lighting Solutions & Systems segments. The Specialty Lighting segment develops and produces lamps and lighting systems for the automotive, medical and entertainment sectors. The Opto Semiconductors segment manufactures optoelectronic semiconductors, such as LED, optical sensors, infrared LED, and high-power laser diodes for visible and infrared light. The Lighting Solutions & Systems segment develops, produces, and markets LED light engines, electronic ballasts for LED modules and traditional lamps, and light management systems. This segment also provides luminaires for professional applications as well as for private applications and lighting solutions and associated light management systems that are used in internal and external architectural lighting, and in event lighting.

Philips Lighting N.V. ("Philips")

Philips, together with its subsidiaries, develops, manufactures, and sells lighting products worldwide. It offers incandescent and halogen lamps, compact and normal fluorescent lamps, high-intensity gas-discharge and special lamps, fixtures, ballasts, lighting electronics, automotive lamps, and batteries.

Cree Inc. ("Cree")

Cree provides lighting-class LED, lighting, and semiconductor products for power and radio-frequency (RF) applications internationally. Its Lighting Products segment offers LED lighting systems and bulbs for use in commercial, institutional, industrial, infrastructure, and residential applications settings. The company's LED Products segment provides blue and green LED chip products for use in various applications, it also offers XLamp LED components and LED modules for lighting applications; and surface mount and through-hole packaged LED products. In addition, this segment provides silicon carbide materials for RF, power switching, gemstones, and other applications.

AB Fagerhult ("Fagerhult")

Fagerhult, together with its subsidiaries, develops, manufactures, and markets professional lighting systems for public environments. The company offers indoor lighting products for use in modern office environments; educational premises; retirement homes; luminaires for hospital

environments, wards and examination rooms; and industrial environments and institutional environments needing vandalism-proof luminaires. It also provides various retail lighting solutions, including lighting systems, light sources, and services to retail environments, such as fashion and food retailing. In addition, the company offers lighting solutions for various types of outdoor environments comprising facades and roofs, footpaths and cycle paths, car parks, streets, road networks, open spaces, buildings, parks, recreational areas, pathways, etc.

Zumtobel Group AG ("Zumtobel")

Zumtobel operates in the lighting industry worldwide. The company operates in two segments, Lighting and Components. The Lighting segment offers products for applications in the areas of office and communication, education and science, presentation and retail, hotel and wellness, health and care, art and culture, and industry and engineering, as well as residential applications; and facades and outdoor lighting for public areas, roads and tunnels, cityscapes, and sports facilities. The Components segment provides LED and organic light-emitting diode lighting products, LED drivers, electronic control gear, and emergency lighting products, as well as digital light management systems, including sensors.

FW Thorpe PLC ("Thorpe")

Thorpe, together with its subsidiaries, designs, manufactures, and supplies professional lighting equipment in the United Kingdom, the Netherlands, Europe, and internationally. The company offers professional lighting and control systems, recessed and surface luminaires, track systems, emergency exit signage and lighting systems. The company also offers lighting products to the advertising, brewery, retail, and sign lighting industries, street lighting, outdoor wall and ceiling luminaires, amenity lighting products, and LED road and tunnel luminaires for infrastructure, housing, and car parking areas. Furthermore, it provides LED industrial luminaires, LED retail and display luminaries, customized LED solutions, and LED optics for emergency vehicles, general automotive, and other customer applications.

Dialight PLC ("Dialight")

Dialight, together with its subsidiaries, manufactures and sells LED lighting products for use in hazardous and industrial locations in North America, the United Kingdom and the rest of Europe, and internationally. It operates through two segments, Lighting, and Signals and Components. The company's LED lighting solutions include high bays, flood lights, area lights, linears, low bays, and wallpacks/bulkheads; infrastructure solutions, such as street lights and roadway sign lights; high bay controls; lighting layout software; hazardous area solutions; and architectural solutions.

Luceco PLC ("Luceco")

Luceco manufactures and distributes various LED lighting products for commercial and domestic uses as well as accessories in the United Kingdom, the Middle East, Asia-Pacific, Europe, Africa, and the Americas. The company offers LED lighting products, including interior lighting products, such as panels, down lights, battens, and high bays; exterior lighting products

comprising floodlights, bulkheads, road lights, and bollards; and retrofit lamps and tubes consisting of replacement bulbs and tubes for existing light fixtures. The company also offers various wiring accessories and mounting products.

LSI Industries, Inc ("LSI")

LSI provides corporate visual image solutions in the United States, Canada, Australia, and Latin America. It operates in three segments: Lighting, Graphics, and Technology. The Lighting segment manufactures and markets outdoor and indoor lighting and lighting controls for the commercial, industrial, and multi-site retail markets. It primarily offers exterior area, interior, canopy, and landscape lightings, as well as lighting controls, light poles, and photometric layouts; lighting system design services; and solid-state LED solutions. The Graphics segment manufactures and sells exterior and interior visual image elements used in graphics displays and visual image programs. The Technology segment designs, engineers, and manufactures electronic circuit boards, assemblies, lighting controls, and solid-state LED video displays.

Revolution Lighting Technologies, Inc ("Revolution")

Revolution designs, manufactures, markets, and sells LED lighting solutions focusing on the industrial, commercial, and government markets in the United States, Canada, and internationally. The company offers high-quality interior and exterior LED lamps and fixtures, including signage and control systems. Its products are used for interior use, outdoor use, new fixture installation, retrofit installation, smart grid control systems, and integration of LED technology into custom applications.

Carmanah Technologies Corporation ("Carmanah")

Carmanah Technologies Corporation designs, develops, and distributes products focused on energy-optimized LED solutions for infrastructure worldwide. It operates in two segments, Signals and Illumination. The Signals segment provides solar LED flashing beacons, LED obstruction lighting solutions for aviation hazard marking. The Illumination segment offers LED lighting systems for off-grid lighting applications, including street, parking lot, park, and pathway applications.

Appendix 2 – Selected Precedent Transactions[31]

Multiples of Precedent Transactions

PwC reviewed available data from a variety of public sources with respect to precedent acquisition transactions involving companies in the LED lighting industry over the past three years ("Precedent Transactions"). A description of selected Precedent Transactions is included in the following section. Transactional data, where adequate deal information was available, is summarized below.

PwC considered the differences in asset and commodity mix, market dynamics and economic environment at the time of each transaction, growth prospects and other factors inherent in the Precedent Transactions identified. It is important to note that transactional information should be interpreted with caution, as it may reflect the purchaser's ability to achieve synergies through the acquisition. The amount paid for such synergies is unique to each acquirer. Furthermore, there is generally little information available regarding prospective operating results of the target company, and as a result, the information should be interpreted with caution.

The following table summarizes the Precedent Transactions:

Target	Buyer	Date	Transaction Value (USD million)	EV/LTM EBITDA	% acquired
Atlas Lighting Products	LSI Industries Inc.	02/21/2017	97	10.0x	100%
Lumileds	Apollo Global Management, LLC	12/12/2016	1,627	7.7x	80%
Aztech Group	AVS Technologies	09/20/2016	28	12.4x	57%
Signature	Mallatite Limited	08/04/2016	16	6.6x	100%
TNT Energy	Revolution Lighting Technologies, Inc.	05/02/2016	15	6.4x	100%
CCS	OPTEX Company	04/07/2016	58	5.4x	82%
LUXINTEC	FW Thorpe Plc	03/21/2016	1	n/a	40%
LED-Linear	AB Fagerhult	03/15/2016	68	n/a	100%
Fluxwerx	Lumenpulse	03/10/2016	63	14.3x[32]	100%
Northern International	Sterno Products, LLC	01/25/2016	35	7.1x	100%
EXENIA	Lumenpulse	12/17/2015	12	9.5x	100%
Juno Lighting	Acuity Brands Lighting, Inc.	10/29/2015	385	12.0x	100%

[31] Source: S&P Capital IQ, Company disclosures and PwC analysis

[32] Calculation is inclusive of the fair value of contingent consideration. Using the EBITDA for the twelve-month period ended December 31, 2015, the EV/EBITDA multiple would have been 19.2x.

Target	Buyer	Date	Transaction Value (USD million)	EV/LTM EBITDA	% acquired
Energy Source	Revolution Lighting Technologies, Inc.	08/05/2015	30	n/a	100%
Lighting Innovations	AB Fagerhult	07/23/2015	9	n/a	100%
Hansol Lighting	Hansol Technics Co., Ltd.	05/18/2015	172	15.4x	77%
SDL	Lumenpulse	03/24/2015	2	n/a	100%
Clay Paky	OSRAM Licht AG	08/08/2014	117	n/a	100%
Projection Lighting	Lumenpulse	06/26/2014	23	7.2x	100%
Value Lighting	Revolution Lighting Technologies	03/10/2014	49	7.6x	100%
Average			**148**	**9.4x**	
Median			**35**	**7.7x**	
Low			**1,627**	**5.4x**	
High			**1**	**15.4x**	

EV to TTM EBITDA

The mean EV to LTM EBITDA multiple for the Precedent Transactions is 9.4x, while the median is approximately 7.7x, with a range of 5.4x to 15.4x.

Description of Precedent Transactions

Atlas Lighting Products, Inc. ("Atlas Lighting Products")

LSI Industries acquired Atlas Lighting Products on February 21, 2017 for total proceeds of $97 million. Atlas Lighting Products manufactures energy-saving lighting products in the United States. It provides fluorescent industrial, LED lighting, wall lighting, flood lighting, vandal/vapor, hid industrial, exit/emergency, security lighting, and site lighting products; and ballasts/lamps.

Lumileds Holding B.V. ("Lumileds")

Apollo Global Management acquired 80% of Lumileds on December 12, 2016 for total proceeds of $1.63 billion. Lumileds manufactures and markets LED and automotive lighting products. It offers COB, colour, UV, high power, mid/low power, automotive, display, and flash LEDs; matrix platforms; architectural lighting products, downlights, high bay and low bay lighting products, indoor area lighting products, lamps, outdoor lighting products, and spotlights.

Aztech Group Ltd ("Aztech Group")

AVS Technologies acquired 57% of Aztech Group on September 20, 2016 for $28 million. Aztech Group designs and manufactures electronics and LED lighting products primarily in Singapore and China.

Signature Limited ("Signature")

On August 4, 2016, Mallatite Limited acquired Signature for $16 million. Signature manufactures and sells ridged and flexible, illuminated, and retro reflective traffic bollards, as well as signs and highway electrical street furniture in the United Kingdom. It offers lighting columns, LED street lighting products, traffic signposts, passenger shelters, interactive road humps, traditional and RSRB traffic bollards, road traffic signs and retroreflective sign plates, LED internally illuminated traffic signs, and transmission and utility poles. The company also distributes lighting columns, and composite distribution and utility poles.

TNT Energy, LLC ("TNT Energy")

TNT Energy was acquired by Revolution Lighting Technologies on May 2, 2016 for total proceeds of $15 million. TNT Energy provides energy conservation solutions to customers in the United States.

CSS Inc ("CCS")

OPTEX Company acquired 82% of CCS for $58 million on April 7, 2016. CCS engages in the development, manufacture, application engineering service, and sale of LED lighting products in Japan and internationally. The company offers LED lighting units, control units, cables, options, lens, and power supply units. It provides its products for machine vision, human vision inspection and microscope, agri-biotech, consumer and commercial, medical, plant cultivation, museum, and other applications.

LUXINTEC S.L ("LUXINTEC")

FW Thorpe acquired 40% of LUXINTEC on March 21, 2016 for total proceeds of EUR 1.2 million. LUXINTEC designs, develops, and manufactures LED lighting and signaling systems. It offers lamps, adapt systems, downlights, projectors, industrial lighting systems, and weatherproof luminaires. The company offers solutions for automotive, industrial vehicles lighting, interior lighting, exterior lighting, portable lighting, and medical equipment lighting sectors. Its projects include retail and shopping centre, restaurant, museum, public building, office, sports centre, industrial, and other projects.

LED-Linear GmbH ("LED-Linear")

On March 15, 2016, AB Fagerhult acquired LED-Linear for $68 million. LED-Linear offers LED-based linear lighting solutions: interior and exterior LED-lamps, and flexible and linear LED fixtures; and accessories, including power supplies, controls, optics, cables, plugs, and mounting and cooling profiles. The company's products are used in retail, commercial, and trade fair construction.

Fluxwerx Illumination, Inc. ("Fluxwerx")

Lumenpulse acquired Fluxwerx for $63 million on March 10, 2016. Fluxwerx designs, engineers, manufactures, and markets architectural LED lighting products for commercial and institutional spaces, such as office, education, and healthcare.

Northern International Inc. ("Northern International")

On January 25, 2016, Sterno Products acquired Northern International for total proceeds of $35 million. Northern International designs, develops and manufactures a comprehensive array of innovative and top-quality exterior lighting products.

EXENIA S.r.l. ("EXENIA")

Lumenpulse acquired EXENIA on December 17, 2015 for total proceeds of $12 million. EXENIA designs and manufactures lighting fixtures for residential customers, shops, showrooms, and galleries. It provides suspensions, ceiling lamps, wall lamps, systems, projectors, downlights, and opal lighting products.

Juno Lighting, LLC ("Juno Lighting")

Juno Lighting was acquired by Acuity Brands Lighting for total proceeds of $385 million on October 29, 2015. Juno Lighting manufactures lighting fixtures and related products. It offers cove and cylinders lighting, displays and caseworks, exit and emergency lighting, high bay and low bay lighting, LEDs, multi-lamp lighting, pendants, area/site lighting, bollard/pathways, flood lighting, parking garage and canopy lights, poles, security lights, sign lighters, step lights, wall mounts, retrofit LEDs, sign and picture lights, track lighting fixtures and systems, and under cabinet lighting; and recessed commercial, residential, and specification lights.

Energy Source Partners, LLC ("Energy Source")

Energy Source was acquired by Revolution Lighting Technologies on August 5, 2015 for $30 million. Energy Source engages in the design, financing, installation, maintenance, and support of solar energy systems. It provides renewable solutions to commercial, government, healthcare, and nonprofit organizations.

Lighting Innovations (Pty) Ltd ("Lighting Innovations")

AB Fagerhult acquired Lighting Innovations for $9 million on July 23, 2015. Lighting Innovations manufactures and markets lighting solutions to customers in South Africa and internationally. The company offers recessed and surface fluorescents; bulkheads; trunking systems; and industrial, architectural, exterior, and flood and LED lighting products.

Hansol Lighting Inc. ("Hansol Lighting")

Hansol Technics acquired 77% of Hansol Lighting for $172 million on May 18, 2015. Hansol Lighting develops and produces LED lighting products. It offers LED bulbs and lamps, down lights, LED tubes, slim panels, flood lamps, and cold cathode fluorescent lamps.

SDL Lighting Inc. ("SDL")

Lumenpulse acquired SDL for $2 million on March 24, 2015. SDL engages in the manufacture of LED luminaries for street and landscape lighting applications. It offers street and area products, bollards and columns, wall and surface products, poles and accessories, and heritage products.

Clay Paky SpA ("Clay Paky")

OSRAM Licht acquired Clay Paky on August 8, 2014 for $117 million. Clay Paky designs, manufactures, and distributes professional lighting systems. The company offers arc-lamp moving and static lights; LED-based moving and static lights; follow spots, outdoor enclosures, and tools; and Odeon series, and architectural color changers and effect projectors.

Projection Lighting Ltd. ("Projection Lighting")

Lumenpulse acquired Projection Lighting for $23 million on June 26, 2014. Projection Lighting manufactures lighting solutions in the United Kingdom. The company offers LED lights, retail lighting, downlights, fluorescent systems, wall and uplights, modular fluorescent systems, industrial and commercial lights, outdoor lighting, emergency lighting, and control systems, as well as track, spot, and pendants. Its lighting products serve a range of applications from largest retail organizations and major building projects to specialized luminaire requirements.

Value Lighting, Inc. and AL Enterprises, Inc ("Value Lighting")

Value Lighting was acquired by Revolution Lighting Technologies on March 10, 2014 for total proceeds of $49 million. Value Lighting supplies lighting fixtures and ceiling fans. The company caters to hotels, assisted-living facilities, student housing, military barracks, and commercial facilities.

APPENDIX E
INTERIM ORDER

See attached.

SUPERIOR COURT

(Commercial Division)

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

No.: 500-11-052558-174

DATE : May 11, 2017

IN THE PRESENCE OF THE HONOURABLE MARTIN CASTONGUAY, S.C.J.

IN THE MATTER OF THE PROPOSED ARRANGEMENT BY LUMENPULSE INC. UNDER SECTION 192 OF THE CANADA BUSINESS CORPORATIONS ACT, R.S.C. 1985, c. C-44 AS AMENDED (the "CBCA")

LUMENPULSE INC.

Applicant

and

10191051 CANADA INC.
and
THE DIRECTOR APPOINTED PURSUANT TO THE CBCA

Impleaded Parties

INTERIM ORDER[1]

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[1] All capitalized terms used but not otherwise defined herein shall have the same meaning as set out in the Glossary of Terms contained in the Circular (Exhibit P-2).

JC 00C9

[1] **ON READING** Lumenpulse Inc. (the "**Applicant**" or "**Lumenpulse**")'s Application for an Interim and a Final Order (the "**Application**") pursuant to the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44 as amended (the "**CBCA**"), the exhibits, the sworn statement of Nicolas Vanasse filed in support thereof (the "**Application**");

[2] **GIVEN** that this Court is satisfied that the Director appointed pursuant to the CBCA has been duly served with the Application and has confirmed in writing that he would not appear or be heard on the Application;

[3] **GIVEN** the provisions of the CBCA;

[4] **GIVEN** the representations of counsel for the Applicant;

[5] **GIVEN** that this Court is satisfied, at the present time, that the proposed transaction is an "arrangement" within the meaning of Section 192(1) of the CBCA;

[6] **GIVEN** that this Court is satisfied, at the present time, that it is not practicable for the Petitioner to effect the arrangement proposed under any other provision of the CBCA;

[7] **GIVEN** that this Court is satisfied, at the present time, that the Applicant meets the requirements set out in Subsections 192(2)(a) and (b) of the CBCA and that the Applicant is not insolvent;

[8] **GIVEN** that this Court is satisfied, at the present time, that the arrangement is put forward in good faith and, in all likelihood, for a valid business purpose;

FOR THESE REASONS, THE COURT:

[9] **GRANTS** the Interim Order sought in the Application;

[10] **DISPENSES** the Applicant of the obligation, if any, to notify any person other than the Director appointed pursuant to Section 260 of the CBCA with respect to the Interim Order;

[11] **ORDERS** that all the holders (the "**Lumenpulse Shareholders**") of Lumenpulse common shares (the "**Lumenpulse Shares**"), the holders of Lumenpulse stock options ("**Lumenpulse Optionholders**"), whether vested or unvested, the holders of DSUs, RSUs or PSUs (collectively the "**Lumenpulse Unitholders**"), whether vested or unvested (collectively, the "**Lumenpulse Securityholders**") and 10191051 Canada Inc. ("**Purchaser**") be deemed parties, as Impleaded Parties, to the present proceedings and be bound by the terms of any Order rendered herein;

The Meeting

[12] **ORDERS** that the Applicant may convene, hold and conduct a special meeting of the Lumenpulse Shareholders (the "**Meeting**") on June 16, 2017, commencing at 10:00 a.m. (Montreal time) at the following location: the office of Fasken Martineau DuMoulin LLP, Stock Exchange Tower, Suite 3700, 800 Square Victoria, Montreal, Québec, Canada H4Z 1E9, at which time the Lumenpulse Shareholders will be asked, among other things, to consider and, if thought appropriate, to pass, with or without variation, a resolution approving the arrangement (the "**Arrangement Resolution**") substantially in the form set forth in Schedule A of the Circular to, among other things, authorize, approve and adopt an arrangement (the "**Arrangement**"), and to transact such other business as may properly come before the Meeting, the whole in accordance with the terms, restrictions and conditions of the articles and by-laws of the Applicant, the CBCA, and this Interim Order, provided that to the extent there is any inconsistency between this Interim Order and the terms, restrictions and conditions of the articles and by-laws of the Applicant or the CBCA, this Interim Order shall govern;

[13] **ORDERS** that in respect of the vote on the Arrangement Resolution or any matter determined by the chairman of the Meeting (the "**Chair of the Meeting**") to be related to the Arrangement, each registered Lumenpulse Shareholder shall be entitled to cast one vote in respect of each Lumenpulse Share held;

[14] **ORDERS** that, on the basis that each registered Lumenpulse Shareholder be entitled to cast one vote in respect of each such Lumenpulse Share held, for the purpose of the vote on the Arrangement Resolution, voting as a single class, the quorum for the Meeting is fixed at least two (2) Lumenpulse Shareholders present in person or by proxy holding, in aggregate, twenty-five percent (25%) of all the outstanding Lumenpulse Shares;

[15] **ORDERS** that the only persons entitled to attend, be heard or vote at the Meeting (as it may be adjourned or postponed) shall be the registered Lumenpulse Shareholders at the close of business on the Record Date (May 10, 2017), their proxy holders, and the directors and advisors of the Applicant, provided however that such other persons having the permission of the Chair of the Meeting shall also be entitled to attend and be heard at the Meeting;

[16] **ORDERS** that for the purpose of the vote on the Arrangement Resolution, or any other vote taken by ballot at the Meeting, any spoiled ballots, illegible ballots and defective ballots shall be deemed not to be votes cast by Lumenpulse Shareholders and further ORDERS that proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution;

[17] **ORDERS** that the Applicant, if it deems it advisable, but subject to the terms of the Arrangement Agreement entered into with the Purchaser, be authorized to adjourn or postpone the Meeting on one or more occasions (whether or not a quorum is present), without the necessity of first convening the Meeting or first

obtaining any vote of Lumenpulse Shareholders respecting the adjournment or postponement; further **ORDERS** that notice of any such adjournment or postponement shall be given by press release, newspaper advertisement or by mail, as determined to be the most appropriate method of communication by the Applicant; further **ORDERS** that any adjournment or postponement of the Meeting will not change the Record Date, as defined hereunder, for Lumenpulse Shareholders entitled to notice of, and to vote at, the Meeting and further **ORDERS** that any subsequent reconvening of the Meeting, all proxies will be voted in the same manner as the proxies would have been voted at the original convening of the Meeting, except for any proxies that have been effectively revoked or withdrawn prior to the subsequent reconvening of the Meeting;

[18] **ORDERS** that the Applicant may amend, modify and/or supplement the Plan of Arrangement at any time and from time to time, provided that any such amendment, modification and/or supplement is not adverse to the economic interest of any Lumenpulse Shareholders and that:

a) any such amendment, modification and/or supplement made before or at the Meeting, shall be communicated in writing to the Lumenpulse Shareholders and to the Director appointed pursuant to the CBCA as soon as possible and in any event prior to or at the Meeting;

b) any such amendment, modification and/or supplement made after the Meeting and before the hearing of the Application for a Final Order (as defined below) shall be approved by this Court and subject to such terms and conditions this Court may deem appropriate and required in the circumstances; and

c) any such amendment, modification and/or supplement made after the Final Order hearing shall be approved by this Court and subject to such terms and conditions this Court may deem appropriate and required in the circumstances, unless it is non-material and concerns a matter which is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement;

[19] **ORDERS** that the Applicant is authorized to use proxies at the Meeting; that the Applicant is authorized, at its expense, to solicit proxies on behalf of its management, directly or through its officers, directors and employees, and through such agents or representatives as it may retain for that purpose, and by mail or such other forms of personal or electronic communication as it may determine; and that the Applicant may waive, in its discretion, the time limits for the deposit of proxies by the Lumenpulse Shareholders if it considers it advisable to do so;

[20] **ORDERS** that the registered Lumenpulse Shareholders at close of business (Montreal time) on the Record Date or their proxyholders shall be the only persons entitled to vote at the Meeting (as it may be adjourned or postponed);

[21] **ORDERS** that, to be effective, the Arrangement Resolution, with or without variation, must be approved by the affirmative vote of: (i) not less than two-thirds of the total votes cast on the Arrangement Resolution by the Lumenpulse Shareholders, present in person or by proxy at the Meeting and entitled to vote at the Meeting; and (ii) not less than the majority of the votes cast by the Lumenpulse Shareholders present in person or represented by proxy at the Meeting, excluding votes attached to the Lumenpulse Shares held by Rollover Shareholders and any other Lumenpulse Shareholder excluded pursuant to MI 61-101; and further **ORDERS** that such vote shall be sufficient to authorize and direct the Petitioner to do all such acts and things as may be necessary or desirable to give effect to the Arrangement and the Plan of Arrangement on a basis consistent with what has been disclosed to the Lumenpulse Shareholders in the Shareholder Materials (as this term is defined below);

The Shareholder Materials

[22] **ORDERS** that the Applicant shall give notice of the Meeting, and that service of the Application for a Final Order shall be made by mailing or delivering, in the manner hereinafter described and to the persons hereinafter specified, a copy of this Interim Order, together with the following documents, with such non-material amendments thereto as Applicant may deem to be necessary or desirable, provided that such amendments are not inconsistent with the terms of this Interim Order (collectively, the "**Shareholder Materials**"):

a) the Notice of Meeting substantially in the same form as contained in the draft Circular as Exhibit P-2;

b) the Circular, its Schedules and Appendixes substantially in the same form as the draft contained in Exhibit P-2;

c) Forms of Proxy substantially in the same form as contained in Exhibit P-3, which shall be finalized by inserting the relevant dates and other information;

d) a Letter of Transmittal substantially in the same form as contained in Exhibit P 4;

e) a notice substantially in the form of the draft, a copy of which is annexed as Schedule G of the Circular, filed as Exhibit P-2 providing, among other things, the date, time and room where the Application for a Final Order will be heard, and that a copy of the Interim Order can be found on SEDAR (www.sedar.com) (the "**Notice of Presentation**");

[23] **ORDERS** that the Shareholder Materials shall be distributed:

a) to the registered Lumenpulse Shareholders by mailing the same to such persons in accordance with the CBCA and the Applicant's by-laws at least twenty-one (21) days prior to the date of the Meeting;

b) to the non-registered Lumenpulse Shareholders, in compliance with National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer*;

c) to the Applicant's directors and auditors, by delivering same at least twenty-one (21) days prior to the date of the Meeting in person or by recognized courier service or by email; and

d) to the Director appointed pursuant to the CBCA, by delivering same at least twenty-one (21) days prior to the date of the Meeting in person or by recognized courier service;

[24] **ORDERS** that a copy of the Interim Order be posted on SEDAR (www.sedar.com) at the same time the Shareholder Materials are mailed;

[25] **ORDERS** that the Record Date for the determination of Lumenpulse Shareholders entitled to receive the Shareholder Materials and to attend and be heard at the Meeting and vote on the Arrangement Resolution shall be the close of business (Montreal time) on May 10, 2017 (the "**Record Date**");

[26] **ORDERS** that the Applicant may make, in accordance with this Interim Order, such additions, amendments or revisions to the Shareholder Materials as it determines to be appropriate (the "**Additional Materials**"), which shall be distributed to the persons entitled to receive the Shareholder Materials pursuant to this Interim Order by the method and in the time determined by the Applicant to be most practicable in the circumstances;

[27] **DECLARES** that the mailing or delivery of the Shareholder Materials and any Additional Materials in accordance with this Interim Order as set out above constitutes good and sufficient notice of the Meeting upon all persons, and that no other form of service of the Shareholder Materials and any Additional Materials or any portion thereof, or of the Application need be made, or notice given or other material served in respect of the Meeting to any persons;

[28] **ORDERS** that the Shareholder Materials and any Additional Materials shall be deemed, for the purposes of the present proceedings, to have been received and served upon:

a) in the case of distribution by mail, three (3) business days after delivery thereof to the post office;

b) in the case of delivery in person or by courier, upon receipt thereof at the intended recipient's address; and

c) in the case of delivery by facsimile transmission or by e-mail, on the day of transmission;

[29] **DECLARES** that the accidental failure or omission to give notice of the Meeting to, or the non-receipt of such notice by, one or more of the persons specified in the Interim Order shall not invalidate any resolution passed at the Meeting or the proceedings herein, and shall not constitute a breach of the Interim Order or defect in the calling of the Meeting, provided that if any such failure or omission is brought to the attention of the Applicant, it shall use reasonable efforts to rectify such failure or omission by the method and in the time it determines to be most reasonably practicable in the circumstances;

Dissenting Shareholders' Rights

[30] **ORDERS** that in accordance with the dissenting shareholders' rights set forth in the Plan of Arrangement (the "**Dissent Rights**"), any registered Lumenpulse Shareholder who wishes to dissent must provide a dissent notice so that it is received by the Executive Vice President, Chief Legal Officer and Corporate Secretary, 1751 Richardson Street, Suite 1505, Montreal, Québec, Canada, H3K 1G6, with a copy to Fasken Martineau DuMoulin LLP, 800 Square-Victoria, Suite 3700, Montreal, Québec, Canada, H4Z 1E9, Attention: Alain Riendeau, by no later than 5:00 p.m. (Montreal time) on the second Business Day immediately preceding the date of the Meeting (as it may be adjourned or postponed from time to time) (the "**Dissent Notice**");

[31] **DECLARES** that a dissenting shareholder who has submitted a dissent notice (the "**Dissenting Shareholder**") and who votes in favor of the Arrangement Resolution shall no longer be considered a Dissenting Shareholder with respect to the Lumenpulse Shares voted in favor of the Arrangement Resolution, and that a vote against the Arrangement Resolution or an abstention shall not constitute a Dissent Notice;

[32] **ORDERS** that any Dissenting Shareholder wishing to apply to a Court to fix a fair value for Lumenpulse Shares in respect of which Dissent Rights have been duly exercised must apply to the Superior Court of Québec and that for the purposes of the Arrangement contemplated in these proceedings, the "Court" referred to in Section 190 of the CBCA means the Superior Court of Québec;

The Final Order Hearing

[33] **ORDERS** that subject to the approval by the Lumenpulse Shareholders of the Arrangement Resolution in the manner set forth in this Interim Order, the Applicant may apply for this Court to sanction the Arrangement by way of a final judgment (the "**Application for a Final Order**");

[34] **ORDERS** that the Application for a Final Order be presented on June 20, 2017 before the Superior Court of Québec, sitting in the Commercial Division in and for the district of Montreal at the Montreal Courthouse, 1 Notre-Dame Street East in Montreal, Québec, at a room and time to be fixed by the Court or so soon thereafter as counsel may be heard, or at any other date this Court may see fit;

[35] **ORDERS** that the mailing or delivery of the Shareholder Materials constitutes good and sufficient service of the Application and good and sufficient notice of presentation of the Application for a Final Order to all persons, whether those persons reside within Québec or in another jurisdiction;

[36] **ORDERS** that the only persons entitled to appear and be heard at the hearing of the Application for a Final Order shall be the Applicant, the Purchaser and any person that:

a) files an answer (notice of appearance) with this Court's registry and serve same on the Applicant's counsel, c/o Mtre Alain Riendeau, Fasken Martineau DuMoulin LLP, Stock Exchange Tower, 800 Place Victoria, Suite 3700, Montreal, Québec H4Z 1E9, email: ariendeau@fasken.com, no later than 4:30 p.m. (Montreal time) on June 14, 2017;

b) if such an answer (notice of appearance) is with a view to contesting the Application for a Final Order, such answer (notice of appearance) must provide a summary of the grounds of contestation and be served on the Applicant's counsel (at the above address and facsimile number), no later than 4:30 p.m. on June 14, 2017;

[37] **ALLOWS** the Applicant to file any further evidence it deems appropriate, by way of supplementary affidavits or otherwise, in connection with the Application for a Final Order;

Miscellaneous

[38] **DECLARES** that the Applicant shall be entitled to seek leave to vary this Interim Order upon such terms and such notice as this Court deems just;

[39] **ORDERS** provisional execution of this Interim Order notwithstanding any appeal therefrom and without the necessity of furnishing any security;

[40] **THE WHOLE** without costs.

The honorable Martin Castonguay, S.C.J.

Mtres Alain Riendeau and Brandon Farber
Fasken Martineau DuMoulin LLP
Attorneys for Applicant

Date(s) of hearing: May 11, 2017

APPENDIX F
NOTICE OF PRESENTATION FOR THE FINAL ORDER

See attached.

NOTICE OF PRESENTATION

(FINAL ORDER)

TAKE NOTICE that the present *Application for an interim and a Final Order* will be presented for adjudication of the final order sought therein to the Superior Court of Québec, sitting in the Commercial Division, in and for the district of Montreal at the Montreal Courthouse, located at 1 Notre-Dame Street East, Montreal, Québec, **Room 16.12**, on **June 20, 2017** at **8:30** a.m. (Montreal time), as shall be determined by the judge adjudicating the Interim Order, of the Montreal Courthouse.

Pursuant to the Interim Order issued by the Superior Court of Québec on May 11, 2017, if you wish to make representations before the Court, you are required to file an answer (notice of appearance) at the Office of the Clerk of the Superior Court of the District of Montreal no later than 4:30 p.m. (Montreal time) on June 14, 2017 and to serve Mtres. Alain Riendeau and Brandon Farber of Fasken Martineau DuMoulin LLP, counsel for the Petitioner, a copy of this form within the same time limit at the following address:

Stock Exchange Tower
800 Place Victoria, Suite 3700
Montreal, Québec H4Z 1E9
ariendeau@fasken.com
bfarber@fasken.com

If you wish to contest the issuance by the Court of the Final Order, you are required, pursuant to the terms of the Interim Order, to file an answer (notice of appearance), which provides a summary of the grounds of contestation, at the Office of the Clerk of the Superior Court of the District of Montreal no later than later than 4:30 p.m. (Montreal time) on June 14, 2017 and serve such appearance to Mtres. Alain Riendeau and Brandon Farber of Fasken Martineau DuMoulin LLP, counsel for the Petitioner, within the same time limit, at the above-mentioned address.

TAKE FURTHER NOTICE that, if you do not file an answer (notice of appearance) within the above-mentioned time limits, you will not be entitled to contest the Application for a Final Order or make representations before the Court, and the Petitioner may be granted a judgment without further notice or extension.

If you wish to make representations or contest the issuance by the Court of the Final Order, it is important that you take action within the time limits indicated, either by retaining the services of an attorney who will represent you and act in your name, or by doing so yourself.

DO GOVERN YOURSELVES ACCORDINGLY.

Montréal, this May 9, 2017

(s) Fasken Martineau DuMoulin LLP

Fasken Martineau DuMoulin LLP
Attorneys for Lumenpulse Inc.
Mtre Alain Riendeau
Phone number: +1 514 397 7678
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Fax number: +1 514 397 7600

APPENDIX G
SECTION 190 OF THE CANADA BUSINESS CORPORATIONS ACT

"190. (1) Subject to sections 191 and 241, a holder of shares of any class of a corporation may dissent if the corporation is subject to an order under paragraph 192(4)(d) that affects the holder or if the corporation resolves to

(a) amend its articles under section 173 or 174 to add, change or remove any provisions restricting or constraining the issue, transfer or ownership of shares of that class;

(b) amend its articles under section 173 to add, change or remove any restriction on the business or businesses that the corporation may carry on;

(c) amalgamate otherwise than under section 184;

(d) be continued under section 188;

(e) sell, lease or exchange all or substantially all its property under subsection 189(3); or

(f) carry out a going-private transaction or a squeeze-out transaction.

(2) A holder of shares of any class or series of shares entitled to vote under section 176 may dissent if the corporation resolves to amend its articles in a manner described in that section.

(2.1) The right to dissent described in subsection (2) applies even if there is only one class of shares.

(3) In addition to any other right the shareholder may have, but subject to subsection (26), a shareholder who complies with this section is entitled, when the action approved by the resolution from which the shareholder dissents or an order made under subsection 192(4) becomes effective, to be paid by the corporation the fair value of the shares in respect of which the shareholder dissents, determined as of the close of business on the day before the resolution was adopted or the order was made.

(4) A dissenting shareholder may only claim under this section with respect to all the shares of a class held on behalf of any one beneficial owner and registered in the name of the dissenting shareholder.

(5) A dissenting shareholder shall send to the corporation, at or before any meeting of shareholders at which a resolution referred to in subsection (1) or (2) is to be voted on, a written objection to the resolution, unless the corporation did not give notice to the shareholder of the purpose of the meeting and of their right to dissent.

(6) The corporation shall, within ten days after the shareholders adopt the resolution, send to each shareholder who has filed the objection referred to in subsection (5) notice that the resolution has been adopted, but such notice is not required to be sent to any shareholder who voted for the resolution or who has withdrawn their objection.

(7) A dissenting shareholder shall, within twenty days after receiving a notice under subsection (6) or, if the shareholder does not receive such notice, within twenty days after learning that the resolution has been adopted, send to the corporation a written notice containing

(a) the shareholder's name and address;

(b) the number and class of shares in respect of which the shareholder dissents; and

(c) a demand for payment of the fair value of such shares.

(8) A dissenting shareholder shall, within thirty days after sending a notice under subsection (7), send the certificates representing the shares in respect of which the shareholder dissents to the corporation or its transfer agent.

(9) A dissenting shareholder who fails to comply with subsection (8) has no right to make a claim under this section.

(10) A corporation or its transfer agent shall endorse on any share certificate received under subsection (8) a notice that the holder is a dissenting shareholder under this section and shall forthwith return the share certificates to the dissenting shareholder.

(11) On sending a notice under subsection (7), a dissenting shareholder ceases to have any rights as a shareholder other than to be paid the fair value of their shares as determined under this section except where

(a) the shareholder withdraws that notice before the corporation makes an offer under subsection (12),

(b) the corporation fails to make an offer in accordance with subsection (12) and the shareholder withdraws the notice, or

(c) the directors revoke a resolution to amend the articles under subsection 173(2) or 174(5), terminate an amalgamation agreement under subsection 183(6) or an application for continuance under subsection 188(6), or abandon a sale, lease or exchange under subsection 189(9),

in which case the shareholder's rights are reinstated as of the date the notice was sent.

(12) A corporation shall, not later than seven days after the later of the day on which the action approved by the resolution is effective or the day the corporation received the notice referred to in subsection (7), send to each dissenting shareholder who has sent such notice

(a) a written offer to pay for their shares in an amount considered by the directors of the corporation to be the fair value, accompanied by a statement showing how the fair value was determined; or

(b) if subsection (26) applies, a notification that it is unable lawfully to pay dissenting shareholders for their shares.

(13) Every offer made under subsection (12) for shares of the same class or series shall be on the same terms.

(14) Subject to subsection (26), a corporation shall pay for the shares of a dissenting shareholder within ten days after an offer made under subsection (12) has been accepted, but any such offer lapses if the corporation does not receive an acceptance thereof within thirty days after the offer has been made.

(15) Where a corporation fails to make an offer under subsection (12), or if a dissenting shareholder fails to accept an offer, the corporation may, within fifty days after the action approved by the resolution is effective or within such further period as a court may allow, apply to a court to fix a fair value for the shares of any dissenting shareholder.

(16) If a corporation fails to apply to a court under subsection (15), a dissenting shareholder may apply to a court for the same purpose within a further period of twenty days or within such further period as a court may allow.

(17) An application under subsection (15) or (16) shall be made to a court having jurisdiction in the place where the corporation has its registered office or in the province where the dissenting shareholder resides if the corporation carries on business in that province.

(18) A dissenting shareholder is not required to give security for costs in an application made under subsection (15) or (16).

(19) On an application to a court under subsection (15) or (16),

(a) all dissenting shareholders whose shares have not been purchased by the corporation shall be joined as parties and are bound by the decision of the court; and

(b) the corporation shall notify each affected dissenting shareholder of the date, place and consequences of the application and of their right to appear and be heard in person or by counsel.

(20) On an application to a court under subsection (15) or (16), the court may determine whether any other person is a dissenting shareholder who should be joined as a party, and the court shall then fix a fair value for the shares of all dissenting shareholders.

(21) A court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the shares of the dissenting shareholders.

(22) The final order of a court shall be rendered against the corporation in favour of each dissenting shareholder and for the amount of the shares as fixed by the court.

(23) A court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective until the date of payment.

(24) If subsection (26) applies, the corporation shall, within ten days after the pronouncement of an order under subsection (22), notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares.

(25) If subsection (26) applies, a dissenting shareholder, by written notice delivered to the corporation within thirty days after receiving a notice under subsection (24), may

(a) withdraw their notice of dissent, in which case the corporation is deemed to consent to the withdrawal and the shareholder is reinstated to their full rights as a shareholder; or

(b) retain a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.

(26) A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that

(a) the corporation is or would after the payment be unable to pay its liabilities as they become due; or

(b) the realizable value of the corporation's assets would thereby be less than the aggregate of its liabilities."