

FIRST SUPPLEMENTAL INDENTURE

This **FIRST SUPPLEMENTAL INDENTURE** made as of August 16, 2017, between **iANTHUS CAPITAL HOLDINGS, INC.**, a corporation incorporated under the laws of the Province of British Columbia and having its head office in the City of New York (the “**Corporation**”) and **COMPUTERSHARE TRUST COMPANY OF CANADA**, a trust company existing under the laws of Canada and registered to carry on business in the Province of British Columbia (the “**Trustee**”).

WHEREAS the Corporation and the Trustee entered into an indenture dated February 28, 2017 (the “**Indenture**”) providing for the creation and issue of senior unsecured debentures with the designation “**8.0% Senior Unsecured Convertible Debentures**” (the “**Initial Debentures**”);

WHEREAS by this first supplemental indenture to the Indenture (the “**First Supplemental Indenture**”), the Corporation and the Trustee made certain clerical corrections and adjustments to the Indenture to amend the interest accruable for each \$1,000 principal amount of the Initial Debentures from \$0.2222 to \$40.2222 set out in sub-section (3) of Section 2.4 – *Form and Terms of Initial Indentures* of the Indenture, and in the Form of Debenture attached as Schedule A to the Indenture;

WHEREAS Article 15 of the Indenture provides that the Corporation and the Trustee may, subject to the terms and conditions therein, enter into indentures supplemental to the Indenture;

WHEREAS all necessary acts and proceedings have been done and taken and all necessary resolutions have been passed to authorize the execution and delivery of this First Supplemental Indenture by the Corporation, to make the same effective and binding upon the Corporation, and to make the Initial Debentures, when certified by the Trustee and issued as provided in the Indenture, valid, and legally binding obligations of the Corporation with the benefit and subject to the terms of the Indenture;

NOW THEREFORE it is covenanted, agreed and declared as follows.

ARTICLE 1 DEFINITIONS AND AMENDMENTS TO INDENTURE

Section 1.1 Definitions.

All capitalized terms not defined herein shall have the meanings given to them in the Indenture.

Section 1.2 Amendments to Indenture.

This First Supplemental Indenture is supplemental to the Indenture, and the Indenture and this First Supplemental Indenture shall hereafter be read together and shall have effect, so far as practicable, with respect to the Initial Debentures as if all the provisions of the Indenture and this First Supplemental Indenture were contained in one instrument. The Indenture is and shall remain in full force and effect with regards to all matters governing the Initial Debentures, except as the Indenture is amended, superseded, modified or supplemented by this First Supplemental Indenture. Any references in the text of this First Supplemental Indenture to section numbers, article numbers, “hereto”, “herein”, “hereby”, “hereunder”, “hereof” and similar expressions refer to the Indenture unless otherwise qualified.

(1) *Amendment to Subsection (3) of Section 2.4 – Form and Terms of Initial Debentures*

(3) The Initial Debentures shall bear interest from the date of issue at the rate of 8.0% per annum (based on a year of 360 days composed of twelve 30-day months), payable in equal semi-annual payments in arrears on the last day of February and August in each year (with the exception of the first interest payment, which will include interest from

and including the date of closing of the Offering as set forth below), the first such payment to fall due on August 31, 2017 and the last such payment (representing interest payable from the last Interest Payment Date to, but excluding, the Maturity Date of the Initial Debentures) to fall due on February 28, 2019, payable after as well as before maturity and after as well as before default, with interest on amounts in default at the same rate, compounded semi-annually. For certainty, the first interest payment will include interest accrued from and including the date of closing of the Offering to, but excluding, August 31, 2017, which will be equal to \$40.2222 for each \$1,000 principal amount of Initial Debentures. Any payment required to be made on any day that is not a Business Day will be made on the next succeeding Business Day. The record date for the payment of interest on the Initial Debentures will be that date which is five (5) Business Days prior to each Interest Payment Date.

(2) *Amendment to Schedule A – Form of Debenture*

The Form of Debenture shall be replaced with the form substantially as set out in Schedule A, with such insertions, omissions, substitutions or other variations as shall be required or permitted by the Indenture and may have imprinted or otherwise reproduced thereon such legend or legends or endorsements, not inconsistent with the provisions of the Indenture, as may be required to comply with any law or with any rules or regulations pursuant thereto or with any rules or regulations of any securities exchange or securities regulatory authority or to conform with general usage, all as may be determined by the directors of the Corporation executing such Debentures in accordance with the Indenture.

Section 1.3 Extended Meanings.

In this First Supplemental Indenture, words importing the singular number include the plural and vice versa and words importing gender include all genders.

**ARTICLE 2
CONTINUING CORPORATION**

Section 2.1 Assumption of Obligations

The Corporation hereby covenants and agrees to assume and does assume all of the rights, covenants and obligations of the Corporation in and to the Indenture and all of the covenants and obligations of the Corporation under the Initial Debentures as and from the date hereof. Without limiting the generality of the foregoing, from and after the date hereof, the Initial Debentures will be valid and binding obligations of the Corporation entitling the holders thereof, as against the Corporation, to all rights of Debentureholders under the Indenture such that the interests of Debentureholders are not prejudiced negatively by the changes.

**ARTICLE 3
ADDITIONAL MATTERS**

Section 3.1 Confirmation of Indenture and Supplemental Indenture.

The Indenture, as amended and supplemented by this First Supplemental Indenture, is in all respects confirmed.

Section 3.2 Governing Law.

(1) This First Supplemental Indenture shall be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Section 3.3

- (1) The Corporation, as an entity organized otherwise than under the laws of the Province of British Columbia, attorns and submits to the jurisdiction of the courts of the Province of British Columbia.

Section 3.4 Further Assurances.

The parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this First Supplemental Indenture, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this First Supplemental Indenture and carry out its provisions.

Section 3.5 Counterparts.

This First Supplemental Indenture may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have duly executed this First Supplemental Indenture.

iANTHUS CAPITAL HOLDINGS, INC.

By: /s/ Julius Kalcevich
Name: Julius Kalcevich
Title: Chief Financial Officer

**COMPUTERSHARE TRUST COMPANY
OF CANADA, as Trustee**

By: "Jennifer Wong"
Name: Jennifer Wong
Title: Corporate Trust Officer

By: "Jennifer Lesley Wong"
Name: Jennifer Lesley Wong
Title: Associate Trust Officer

SCHEDULE A

TO THE FIRST SUPPLEMENTAL INDENTURE BETWEEN

iANTHUS CAPITAL HOLDINGS, INC.

AND

COMPUTERSHARE TRUST COMPANY OF CANADA

FORM OF DEBENTURE

Schedule A – Form of Debenture

[INITIAL DEBENTURES LEGEND]

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE JUNE 29, 2017.

[U.S. LEGEND – TO BE INCLUDED ON ALL DEBENTURES ISSUED TO U.S. PERSONS OR IN THE UNITED STATES AS RESTRICTED SECURITIES, SUBJECT TO SECTION 2.15(4) OF THE INDENTURE]

THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATIONS UNDER THE U.S. SECURITIES ACT AND IN ACCORDANCE WITH ALL LOCAL LAWS AND REGULATIONS; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF CLAUSE (C) OR (D), THE SELLER FURNISHES TO THE CORPORATION AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE CORPORATION TO SUCH EFFECT.

**CUSIP [45074TAA0/45074TAB8]
ISIN [CA 45074TAA03/ CA 45074TAB85]**

No. ●

●\$

iANTHUS CAPITAL HOLDINGS, INC.

(A corporation incorporated under the laws of British Columbia)

8.0% SENIOR UNSECURED CONVERTIBLE DEBENTURE

DUE FEBRUARY 28, 2019

iAnthus Capital Holdings, Inc. (the “**Corporation**”) for value received hereby acknowledges itself indebted and, subject to the provisions of the Debenture Indenture (the “**Indenture**”) dated as of February 28, 2017 between the Corporation and Computershare Trust Company of Canada (the “**Trustee**”), promises to pay to _____, the registered holder hereof on February 28, 2019 or on such earlier date as the principal amount hereof may become due in accordance with the provisions of the Indenture (any such date, the “**Maturity Date**”) the principal sum of ● Dollars (●\$) in lawful money of Canada on presentation and surrender of this Initial Debenture at the main branch

of the Trustee in Vancouver, British Columbia in accordance with the terms of the Indenture and, subject as hereinafter provided, to pay interest on the principal amount hereof from, and including, the date hereof, or from the last Interest Payment Date to which interest shall have been paid or made available for payment hereon, whichever is later, at the rate of 8.0% per annum (based on a year of 360 days comprised of twelve 30-day months), in like money, in arrears in equal (with the exception of the first interest payment which will include interest from February 28, 2017 as set forth below) semi-annual instalments (less any tax required by law to be deducted) on the last day of February and August in each year commencing on August 31, 2017 and the last payment (representing interest payable from the last Interest Payment Date to, but excluding, the Maturity Date) to fall due on the Maturity Date and, should the Corporation at any time make default in the payment of any principal, premium, if any, or interest, to pay interest on the amount in default at the same rate, in like money and on the same dates. For certainty, the first interest payment will include interest accrued from February 28, 2017 to August 31, 2017, which will be equal to \$40.2222 for each \$1,000 principal amount of the Initial Debentures.

This Initial Debenture is one of the 8.0% Senior Unsecured Convertible Debentures (referred to herein as the “**Initial Debentures**”) of the Corporation issued or issuable in one or more series under the provisions of the Indenture. The Initial Debentures authorized for issue immediately are limited to an aggregate principal amount of \$20,000,000 in lawful money of Canada, in connection with the Offering. Reference is hereby expressly made to the Indenture for a description of the terms and conditions upon which the Initial Debentures are or are to be issued and held and the rights and remedies of the holders of the Initial Debentures and of the Corporation and of the Trustee, all to the same effect as if the provisions of the Indenture were herein set forth to all of which provisions the holder of this Initial Debenture by acceptance hereof assents.

The Initial Debentures are issuable only in denominations of \$1,000 and integral multiples thereof. Upon compliance with the provisions of the Indenture, Debentures of any denomination may be exchanged for an equal aggregate principal amount of Debentures in any other authorized denomination or denominations.

Any part, being \$1,000 or an integral multiple thereof, of the principal of this Initial Debenture, provided that the principal amount of this Initial Debenture is in a denomination in excess of \$1,000, is convertible, at the option of the holder hereof, upon surrender of this Initial Debenture at the principal office of the Trustee in Vancouver, British Columbia, at any time prior to the close of business on the Maturity Date or, if this Initial Debenture is called for redemption on or prior to such date, then, to the extent so called for redemption, up to but not after the close of business on the last Business Day (as defined in the Indenture) immediately preceding the date specified for redemption of this Initial Debenture or, if called for repurchase pursuant to a Change of Control (as defined in the Indenture) on the Business Day immediately prior to the payment date, into common shares of the Corporation (the “**Common Shares**”) (without adjustment for interest accrued hereon or for dividends or distributions on Common Shares issuable upon conversion) at a conversion price of \$3.10 (the “**Conversion Price**”) per Common Share, being a rate of approximately 322.58 Common Shares for each \$1,000 principal amount of Initial Debentures, all subject to the terms and conditions and in the manner set forth in the Indenture. No Initial Debentures may be converted during the five Business Days preceding each of February 28 and August 31 in each year, commencing August 31, 2017, as the registers of the Trustee will be closed during such periods. The Indenture makes provision for the adjustment of the Conversion Price in the events therein specified. No fractional Common Shares will be issued on any conversion, and any Common Shares so issuable will be rounded down to the nearest whole number. Holders converting their Debentures will receive accrued and unpaid interest thereon. If a Debenture is surrendered for conversion on an Interest Payment Date or during the five preceding Business Days, the person or persons entitled to receive

Common Shares in respect of the Debentures so surrendered for conversion shall not become the holder or holders of record of such Common Shares until the Business Day following such Interest Payment Date and, for clarity, any interest payable on such Debentures will be for the account of the holder of record of such Debentures at the close of business on the relevant record date.

Subject to the provisions in the Indenture and without further action on the part of the Registered Holder, if at any time beginning June 29, 2017 and prior to the Maturity Date, the volume weighted average price of the Common Shares on the Canadian Securities Exchange (or such other recognized stock exchange on which the Common Shares are listed for trading) for 10 consecutive trading days equals or exceeds \$4.50, as adjusted in accordance with the Indenture, the Corporation may deliver a written notice to the Registered Holder to cause the Registered Holder to convert all but not less than the principal amount of the Debentures and all accrued and unpaid interest (less any tax required by law to be deducted or withheld) into that number of Common Shares of the Corporation equal to the principal amount of the Debentures plus all accrued and unpaid interest (less any tax required by law to be deducted or withheld) to the date of such forced conversion.

This Initial Debenture may be redeemed at the option of the Corporation on the terms and conditions set out in the Indenture. On and after February 28, 2018 and prior to the Maturity Date, the Debentures may be redeemed in whole or in part at the option of the Corporation at a price equal to their principal amount plus accrued and unpaid interest.

Upon the occurrence of a Change of Control, the holders of the Initial Debentures shall, in their sole discretion, have the right to require the Corporation to, either: (i) purchase the Debentures (the “**Change of Control Purchase Option**”) at 104% of the principal amount thereof plus unpaid interest to (but excluding) the date the Initial Debentures are so repurchased; or (ii) convert the Debentures at the Conversion Price. If 90% or more of the principal amount of all Debentures outstanding on the date the Corporation provides notice of a Change of Control to the Trustee have been surrendered for purchase pursuant to the Change of Control Purchase Option, the Corporation has the right to redeem all the remaining outstanding Initial Debentures on the same date and at the same price.

If an offer is made for the Initial Debentures which is a take-over bid for the Initial Debentures within the meaning of applicable Canadian securities laws and 90% or more of the principal amount of all the Initial Debentures (other than Initial Debentures held at the date of the offer by or on behalf of the Offeror, associates or affiliates of the Offeror or anyone acting jointly or in concert with the Offeror) are taken up and paid for by the Offeror, the Offeror will be entitled to acquire the Initial Debentures of those holders who did not accept the offer on the same terms as the Offeror acquired the first 90% of the principal amount of the Initial Debentures.

The indebtedness evidenced by this Initial Debenture, and by all other Initial Debentures now or hereafter certified and delivered under the Indenture, is a direct unsecured obligation of the Corporation.

The Indenture contains provisions making binding upon all holders of Initial Debentures outstanding thereunder (or in certain circumstances specific series of Initial Debentures) resolutions passed at meetings of such holders held in accordance with such provisions and instruments signed by the holders of a specified majority of Initial Debentures outstanding (or specific series), which resolutions or instruments may have the effect of amending the terms of this Initial Debenture or the Indenture.

The Indenture contains provisions disclaiming any personal liability on the part of holders of Common Shares and officers, directors and employees of the Corporation in respect of any obligation or claim arising out of the Indenture or this Initial Debenture.

This Initial Debenture may only be transferred, upon compliance with the conditions prescribed in the Indenture, in one of the registers to be kept at the principal office of the Trustee in the City of Vancouver and in such other place or places and/or by such other registrars (if any) as the Corporation with the approval of the Trustee may designate. No transfer of this Initial Debenture shall be valid unless made on the register by the registered holder hereof or his executors or administrators or other legal representatives, or his or their attorney duly appointed by an instrument in form and substance satisfactory to the Trustee or other registrar, and upon compliance with such reasonable requirements as the Trustee and/or other registrar may prescribe and upon surrender of this Initial Debenture for cancellation. Thereupon a new Initial Debenture or Initial Debentures in the same aggregate principal amount shall be issued to the transferee in exchange hereof.

This Initial Debenture shall not become obligatory for any purpose until it shall have been certified by the Trustee under the Indenture.

Capitalized words or expressions used in this Initial Debenture shall, unless otherwise defined herein, have the meaning ascribed thereto in the Indenture. In the event of any inconsistency between the terms of this Initial Debenture and the Indenture, the terms of the Indenture shall govern.

IN WITNESS WHEREOF iANTHUS CAPITAL HOLDINGS, INC. has caused this Debenture to be signed by its authorized representatives as of _____, 20_____.

iANTHUS CAPITAL HOLDINGS, INC.

By: _____

Name:

Title:

TRUSTEE'S CERTIFICATE

This Initial Debenture is one of the 8.0% Senior Unsecured Convertible Debentures due February 28, 2019 referred to in the Indenture within mentioned.

Dated: _____, 20_____.

**COMPUTERSHARE TRUST COMPANY OF
CANADA**

By: _____

Name:

Title:

FORM OF TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____, whose address and social insurance number, if applicable, are set forth below, this Initial Debenture (or \$ _____ principal amount hereof^{*}) of **iANTHUS CAPITAL HOLDINGS, INC.** (the “**Corporation**”) standing in the name(s) of the undersigned in the register maintained by the Corporation with respect to such Initial Debenture and does hereby irrevocably authorize and direct the Trustee to transfer such Initial Debenture in such register, with full power of substitution in the premises.

Dated: _____

Address of Transferee: _____
(Street Address, City, Province and Postal Code)

Social Insurance Number of Transferee, if applicable: _____

*If less than the full principal amount of the within Initial Debenture is to be transferred, indicate in the space provided the principal amount (which must be \$1,000 or an integral multiple thereof, unless you hold an Initial Debenture in a non-integral multiple of \$1,000 by reason of your having exercised your right to exchange pursuant to your election to pursue the Change of Control Purchase Option, in which case such Initial Debenture is transferable only in its entirety) to be transferred.

Check if the undersigned Transferor is a Qualified Institutional Buyer that acquired the within Initial Debenture as a “restricted security” which, pursuant to Section 2.15(4) of the Indenture, has been included in the Unrestricted Global Debenture against execution and delivery by the Transferor of a Qualified Institutional Buyer Letter substantially as set forth in Schedule G to the Indenture. IF THIS BOX IS CHECKED, THE TRANSFEROR MUST COMPLETE AND DELIVER A CERTIFICATE OF TRANSFER SUBSTANTIALLY AS SET FORTH IN SCHEDULE E TO THE INDENTURE.

1. In the case of a Restricted Uncertificated Debenture or a Restricted Physical Debenture, the undersigned hereby represents, warrants and certifies that (one (only) of the following must be checked):

- (A) the transfer is being made to the Corporation;
- (B) the transfer is being made outside the United States in accordance with Rule 904 of Regulation S (“**Regulation S**”) under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), and in compliance with any applicable local securities laws and regulations, and the holder has provided herewith a certificate in the form of Schedule E to the Indenture, including the certifications in item 1 thereof,
- (C) the transfer is being made pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144A thereunder, if available, and in accordance with applicable state securities laws, or

(D) the transfer is being made in another transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws.

2. In the case of a transfer in accordance with (D) above, the Trustee and the Corporation shall first have received an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Corporation and the Trustee, to such effect.
3. The registered holder of this Initial Debenture is responsible for the payment of any documentary, stamp or other transfer taxes that may be payable in respect of the transfer of this Debenture.

DATED this ____ day of _____, 20____.

SPACE FOR GUARANTEES OF)

SIGNATURES (BELOW))

.)

) _____
Signature of Transferor

)

)

Guarantor's Signature/Stamp)

Name of Transferor

REASON FOR TRANSFER – For US Citizens or Residents only (where the individual(s) or corporation receiving the securities is a US citizen or resident). Please select only one (see instructions below).

Gift Estate Private Sale Other (or no change in ownership)

Date of Event (Date of gift, death or sale):

Value per Debenture on the date of event:

	/		/				
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\$.		
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CAD **OR** USD

CERTAIN REQUIREMENTS RELATING TO TRANSFERS – READ CAREFULLY

The signature(s) of the transferor(s) must correspond with the name(s) as written upon the face of this certificate(s), in every particular, without alteration or enlargement, or any change whatsoever. All securityholders or a legally authorized representative must sign this form. The signature(s) on this form must be guaranteed in accordance with the transfer agent's then-current guidelines and requirements at the time of transfer. Notarized or witnessed signatures are not acceptable as guaranteed signatures. As at the time of closing, you may choose one of the following methods (although subject to change in accordance with industry practice and standards):

- **Canada and the USA:** A Medallion Signature Guarantee obtained from a member of an acceptable Medallion Signature Guarantee Program (STAMP, SEMP, NYSE, MSP). Many commercial banks, savings banks, credit unions, and all broker dealers participate in a Medallion Signature Guarantee Program. The Guarantor must affix a stamp bearing the actual words “Medallion Guaranteed”, with the correct prefix covering the face value of the certificate.
- **Canada:** A Signature Guarantee obtained from an authorized officer of the Royal Bank of Canada, Scotia Bank or TD Canada Trust. The Guarantor must affix a stamp bearing the actual words “Signature Guaranteed”, sign and print their full name and alpha numeric signing number. Signature Guarantees are not accepted from Treasury Branches, Credit Unions or Caisse Populaires unless they are members of a Medallion Signature Guarantee Program. For corporate holders, corporate signing resolutions, including certificate of incumbency, are also required to accompany the transfer, unless there is a “Signature & Authority to Sign Guarantee” Stamp affixed to the transfer (as opposed to a “Signature Guaranteed” Stamp) obtained from an authorized officer of the Royal Bank of Canada, Scotia Bank or TD Canada Trust or a Medallion Signature Guarantee with the correct prefix covering the face value of the certificate.
- **Outside North America:** For holders located outside North America, present the certificate(s) and/or document(s) that require a guarantee to a local financial institution that has a corresponding Canadian or American affiliate which is a member of an acceptable Medallion Signature Guarantee Program. The corresponding affiliate will arrange for the signature to be over-guaranteed.

OR

The signature(s) of the transferor(s) must correspond with the name(s) as written upon the face of this certificate(s), in every particular, without alteration or enlargement, or any change whatsoever. The signature(s) on this form must be guaranteed by an authorized officer of Royal Bank of Canada, Scotia Bank or TD Canada Trust whose sample signature(s) are on file with the transfer agent, or by a member of an acceptable Medallion Signature Guarantee Program (STAMP, SEMP, NYSE, MSP). Notarized or witnessed signatures are not acceptable as guaranteed signatures. The Guarantor must affix a stamp bearing the actual words: “SIGNATURE GUARANTEED”, “MEDALLION GUARANTEED” OR “SIGNATURE & AUTHORITY TO SIGN GUARANTEE”, all in accordance with the transfer agent's then current guidelines and requirements at the time of transfer. For corporate holders, corporate signing resolutions, including certificate of incumbency, will also be required to accompany the transfer unless there is a “SIGNATURE & AUTHORITY TO SIGN GUARANTEE” Stamp affixed to the Form of Transfer obtained from an authorized officer of the Royal Bank of Canada, Scotia Bank or TD Canada Trust or a “MEDALLION GUARANTEED” Stamp affixed to the Form of Transfer, with the correct prefix covering the face value of the certificate.

REASON FOR TRANSFER – FOR US CITIZENS OR RESIDENTS ONLY

Consistent with U.S. IRS regulations, Computershare is required to request cost basis information from U.S. securityholders. Please indicate the reason for requesting the transfer as well as the date of event relating to the reason. The event date is not the day in which the transfer is finalized but, rather, the date of the event which led to the transfer request (i.e. date of gift, date of death of the securityholder, or the date the private sale took place).

