

## SERVICE AGREEMENT

**THIS AGREEMENT** made as of the 29<sup>th</sup> day of November, 2018 (the “**Effective Date**”)

**BETWEEN:**

**WINSTON CAPITAL GROUP INC.**, a company duly incorporated under the laws of the Province of Alberta (the “**Client**”)

- and -

**TSX TRUST COMPANY**, a company existing under the laws of Canada and having a registered office in the City of Calgary (the “**Agent**”)

**WHEREAS** the Client wishes to appoint the Agent as its agent for the purpose of providing the services described in the attached schedule(s) (“**Service Schedule(s)**”) and the Agent wishes to accept such appointment.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties each intending to be legally bound, agree as follows:

### SERVICES

- 1) The Agent shall provide the services described in the Service Schedule(s).
- 2) The Agent may provide further services to, or on behalf of, the Client as may be agreed upon from time to time by the Client and the Agent.

### FEES

- 3) The remuneration of the Agent for its services hereunder shall be such as may from time to time be agreed upon by the Client and the Agent. Notwithstanding such agreement, in the event that the scope of services to be provided by the Agent is increased substantially, the Client and the Agent shall negotiate in good faith to determine reasonable compensation for such additional services.

The Client agrees to keep confidential the details of any fee schedule or remuneration proposals or agreement it receives from the Agent.

### CONFIDENTIALITY AND PRIVACY

- 4) The Agent agrees to preserve the confidentiality of all material non-public information provided by the Client or its agents for the Agent’s use in fulfilling its obligations

hereunder subject to the following exceptions: (i) information that subsequently enters the public domain through no fault of the Agent; (ii) information that is already known to the Agent; or (iii) information that is required to be disclosed through enforceable process of law. The Client acknowledges that the Agent may, from time to time, receive court and governmental orders, requirements to pay or to produce documents and other orders of a similar nature ("**Orders**") in connection with its role hereunder and that such Orders may be issued in the name of the Agent notwithstanding that they pertain to the records maintained by the Agent on behalf of the Client. The Client agrees that the Agent may review and comply with such Orders but will, if lawful, advise the Client in the event that the Agent rejects an Order.

- 5) The Client shall at all times during the term of this Agreement comply with all applicable law including without limitation all applicable privacy legislation and regulations. The Agent shall comply with all applicable Canadian privacy legislation and regulations. Without limiting the foregoing, it is understood and agreed that to the extent securityholder consents relating to the collection, use and disclosure of securityholder personal information, as may be required by applicable law, if any, are required in order for the Agent to carry out its obligations under this Agreement, such consents are the responsibility of the Client.

#### **TERM AND SUCCESSION**

- 6) This Agreement, or an individual Service Schedule may be terminated by either the Client or the Agent on three months' written notice.
- 7) Upon termination of the Agent's appointment the Client shall pay to the Agent the termination fees owed to it under the applicable Service Schedule(s).
- 8) The Agent may terminate this Agreement for non-payment of fees on two months' written notice, the Agent may refuse to do any work for the Client during the two month period following delivery of the written notice unless it has been paid in full all amounts owed under this Agreement.
- 9) Any corporation or other entity:
  - (1) resulting from any merger or consolidation to which the Agent may be a party;
  - (2) that purchases or succeeds in ownership to the majority or substantially all of the transfer agency business of the Agent;
  - (3) that is a controlled subsidiary or affiliate of the Agent; or
  - (4) to which a majority of the assets of the Agent used in connection with performing this Agreement are transferred while the Agent continues to act as Agent

shall be the successor to the Agent hereunder without any further act or formality with like effect as if such successor agent had originally been named as the Agent herein.

## LIMITATION OF RESPONSIBILITY

- 10) The Agent may use its own judgment in the performance of its duties hereunder but at any time it may in its discretion employ such counsel, consultants, experts, advisors or agents as it may reasonably require for the purpose of discharging its duties hereunder and shall not be responsible for the negligent actions or misconduct of such parties.
- 11) In addition to and without limiting any other indemnity afforded to the Agent, the Client agrees to defend, indemnify and hold harmless the Agent, its successors and assigns, and its and each of their respective directors, officers, employees and agents (the "**Indemnified Parties**") against and from any demands, claims, assessments, proceedings, suits, actions, costs, judgments, penalties, interest, liabilities, losses, damages, debts, reasonable expenses and disbursements (including expert consultant and legal fees and disbursements on a substantial indemnity, or solicitor and client, basis) (collectively, the "**Claims**") that the Indemnified Parties, or any of them, may suffer or incur or that may be asserted against them, or any of them, in consequence of, arising from or in any way relating to this Agreement (as the same may be amended, modified or supplemented from time to time) or the Agent's duties or appointment hereunder or any other services that the Agent may provide to the Client in connection with or in any way relating to this Agreement, except that no Indemnified Party shall be entitled to indemnification in the event such Indemnified Party is found to have acted in bad faith or engaged in willful misconduct.

Without limiting the foregoing, the Client agrees to indemnify and save harmless the Indemnified Parties against and from any present and future taxes (other than income taxes), duties, assessments or other charges imposed or levied on behalf of any governmental authority having the power to tax in connection with the Agent's duties hereunder.

In addition, the Client agrees to reimburse, indemnify and save harmless the Indemnified Parties for, against and from all legal fees and disbursements (on a substantial indemnity, or solicitor and client, basis) incurred by an Indemnified Party if the Client commences an action, or cross claims or counterclaims, against the Indemnified Party and the Indemnified Party is successful in defending such claim. This indemnity will apply to any directions by the Client relating to or surrounding any of the services described in this Agreement. In the absence of gross negligence or intentional misconduct on its part, the Agent shall not be liable for any action taken, suffered, or omitted by it or for any error of judgement made by it in the performance of its duties under this Agreement. In no event will the Agent be liable for special, indirect, consequential or punitive loss or damages of any kind whatsoever (including but not limited to lost profits), even if the Agent has been advised of the possibility of such damages. Any liability of the Agent pursuant to its activities under this Agreement will be limited in the aggregate to an amount equal to twelve (12) times the monthly fee paid by the Client for services provided pursuant to the corresponding Service Schedule.

- 12) Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including, but not limited to acts of God,

terrorism, government restrictions and/or any other cause beyond the reasonable control of the party whose performance is affected.

## **GENERAL**

- 13) Any notice or notification to be given by one party to this Agreement to the other shall be in writing and delivered by hand or sent by first class insured mail, prepaid courier, email, facsimile transmission or by any other form of written recorded information to the following address:

*If to the Client:*

Winston Capital Group Inc.  
Suite 1600, Dome Tower, 333 7<sup>th</sup> Ave SW  
Calgary, Alberta  
T2P 2Z1  
Fax:

Email: [bruce.bent@matthewssoutwest.com](mailto:bruce.bent@matthewssoutwest.com)  
Attn: Bruce Bent, CEO

*With a copy to the clients counsel:*

Burstall LLP  
Suite 1600, Dome Tower, 333 7<sup>th</sup> Ave SW  
Calgary, Alberta  
T2P 2Z1

Email: [dale@burstall.com](mailto:dale@burstall.com)  
Attn: Dale Burstall

*If to the Agent:*

TSX Trust Company  
300 - 5th Avenue SW, 10th Floor  
Calgary, Alberta  
T2P 3C4  
Fax: (403) 265-0232

Email: [TMXEClientManagement@tmx.com](mailto:TMXEClientManagement@tmx.com)  
Attn: Vice President, Client Management

And all notices shall be deemed to have been effectively given on the date three (3) business days after the date of mailing or, if delivered by hand or sent by facsimile transmission or any other form of written recorded communication on the date of delivery or transmission.

- 14) The provisions of Sections 3, 4, 5, 7, 10, 11, 12 and this Section shall survive the termination of this Agreement.
- 15) If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.
- 16) Time shall be of the essence of this Agreement.
- 17) This Agreement shall be interpreted in accordance with the laws of the Province of Alberta and any actions, proceedings or claims or disputes regarding it shall be commenced in the courts of the Province of Alberta.
- 18) This Agreement may be executed in any number of counterparts and may be delivered by facsimile transmission or in PDF format delivered by e-mail. Each counterpart, when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- 19) No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by all of the parties hereto. This Agreement and the schedules attached hereto represent the entire agreement between the parties with respect to the subject matter hereof.
- 20) The parties hereto have requested that this Agreement, all correspondence and all documentation relating to this Agreement be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en anglais.
- 21) The use of headings and division of sections and paragraphs is for convenience of reference only and does not affect the construction or interpretation of this Agreement.

**AS WITNESS** the counter signatures of their respective officers duly authorized in that behalf.

**TSX TRUST COMPANY**

Per: "Patricia Selby"  
Name: Patricia Selby  
Title: Senior Relationship Manager

Per: "Trisha Beaton"  
Name: Trisha Beaton  
Title: Senior Trust Officer

**WINSTON CAPITAL GROUP INC**

Per: "Bruce Bent"  
Name: Bruce Bent  
Title: President

Per: "Michael White"  
Name: Michael White  
Title: Director and Corporate Secretary

**Schedule "A"**  
**Transfer Agent, Registrar, Distribution Agent, Tabulation Agent, Scrutineer and Mailing Services**

**Appointment**

1. The Client having taken all necessary corporate action to properly authorize the execution, delivery and performance by it of its responsibilities under this Schedule, has appointed the Agent as its transfer agent, registrar and disbursing agent of the securities identified below and the Agent accepts such appointment, upon the terms set out in this Agreement.

The Agent agrees to faithfully carry out and perform its duties hereunder, and upon the termination hereof, provided that the Client is in compliance with all of the terms of this Agreement, including the payment of all amounts owing to the Agent hereunder, to deliver over to the Client the books and any documents and papers connected therewith or with the business of the Client transacted hereunder, against a receipt executed by the Client.

**Transfer Agent and Registrar Services**

Duties of the Agent:

2. The Agent shall, at its offices in the following cities:

- Montreal
- Toronto
- Calgary
- Vancouver

Perform transfers and issue unissued securities certificates for the following classes of securities:

Common Shares

(the "**Securities**").

3. The Agent will keep and maintain:
  - a) a register of transfers for each class of the Securities wherein shall be recorded all transfers of Securities and the date and other particulars of each transfer; and
  - b) a register of registered securityholders for each class of the Securities in which shall be recorded the names of all such persons and the addresses of such persons during such time as they are a holder of the Securities and the number of Securities held by each securityholder, it being represented and warranted by the Client that all Securities previously issued by it are fully paid and non-assessable and that with

respect to future issuances of Securities, unless the Client otherwise notifies the Agent, the Agent may regard such Securities as fully paid and non-assessable.

4. Subject to such general and particular instructions as may from time to time be given to it by or under the authority of the board of directors or equivalent of the Client or any applicable law, the Agent shall, in accordance with this Agreement:
  - a) make such entries from time to time in the register(s) as may be necessary in order that the accounts of each securityholder is properly and accurately kept and transfers of the Securities properly recorded;
  - b) upon payment of any applicable transfer taxes, countersign, register and issue certificates to the securityholders entitled thereto representing the Securities held or transferred to them respectively;
  - c) record the particulars of all transfers of the Securities; and
  - d) furnish to the Client, upon reasonable request and at the expense of the Client, such statements, lists, entries, information and material, concerning transfers and other matters, as are maintained or prepared by the Agent as transfer agent, registrar and disbursing agent of the Securities.
5. Any services provided by the Agent through the Agent's Websites (the "Websites") are subject to the terms and conditions as described in the Terms and Conditions page on the Websites.

#### Representations, Warranties and Covenants of the Client:

6. The Client shall provide the Agent with certified specimens of the signatures of the directors and/or officers of the Client that are authorized to sign securities certificates and other documents. The Client shall promptly advise the Agent, in writing, as to any changes in authorized signatories and shall simultaneously provide new certified specimen signatures to the Agent. Notwithstanding the foregoing, the Client agrees to provide such certified specimens of authorized signatures to the Agent when requested to do so from time to time.
7. The Client agrees that it will promptly furnish to the Agent from time to time:
  - a) copies of all constating documents, amendments thereto and all relevant by-laws and resolutions relating to the creation, amendment, allotment and issuance of the Securities of the Client; and
  - b) copies of all relevant documents and proceedings relating to increases and reductions in the Client's capital, the reorganization of or change in its capital or the bankruptcy, insolvency, winding-up or dissolution of the Client.

8. The Client agrees that, so long as this Agreement is in force, it shall issue no certificates for the Securities without such certificates being countersigned by the Agent in its capacity as transfer agent and registrar.
9. In the event that the Agent discovers an over-issuance or other out-of-balance position in respect of a register of the Securities ("**Out-of-Balance**") which is not the result of the Agent's error, and which neither the Client nor the Agent is able to reconcile, the Client will either: i) increase the number of its issued Securities; ii) at its own expense purchase securities in the market; or iii) take any other steps necessary to resolve the Out-of-Balance within 60 days of the Agent reporting the Out-of-Balance to the Client.
10. The Client authorizes the use of generic certificates for the Securities; following the provision of all necessary text, signature files and marks the Agent will provide a specimen of the generic certificate to the Client to review and approve. The Client represents that: i) the content and use of the generic certificates is in compliance with the applicable federal or provincial companies act; and ii) the use of the generic certificates does not constitute a violation or breach of the Client's articles, by-laws, or other constating documents. In addition the Client agrees to advise the Agent immediately if the Client has any reason to change, delete or add any text, signature or mark on its previously approved form of generic certificate.

If the Client does not authorize or removes authorization to use generic certificates, the Client shall, at its own expense, provide the Agent with an inventory of blank securities certificates in sufficient quantities for the Agent to perform its duties under this Agreement. The Client acknowledges that its articles of incorporation, by-laws and governing legislation allow for the issuance of book-based or statement-based securities and, unless issuance of a securities certificate is specifically requested by the Client, the securityholder or its representative in connection with transfers or new securities issuances, the Agent is authorized to credit securities in statement-based form, including the direct registration system offered by the Depository Trust Company or the Canadian Depository for Securities Limited.

11. Notwithstanding any other provisions of this Agreement, the Agent is expressly authorized by the Client to:
  - a) issue and register new certificates for the Securities under a master lost instrument bond between the Agent and a surety company or third party surety bond acceptable to the Agent, in replacement of certificates represented to have been lost, destroyed or stolen, upon receipt of an affidavit of loss and an indemnity agreement satisfactory to the Agent; and
  - b) register a transfer of securities registered in the name of a decedent under a master lost instrument bond and/or waiver of probate bond between the Agent and a surety company or third party surety bond acceptable to the Agent, in the case of transmission of securities of a decedent where no administration is contemplated, upon receipt of an indemnity agreement satisfactory to the Agent.

Protection of the Agent:

12. The Agent may act and rely upon any signature, certificate or other document believed by it to be genuine and to have been signed by the proper person or persons, or refuse to transfer a securities certificate if it is not satisfied as to the propriety of the requested transfer. The Agent may also act on the receipt of facsimile and similar electronic instructions that it believes to be genuine and to have been signed or initiated by the proper person or persons.
13. Upon receipt of a certified copy of a resolution of the board of directors or equivalent of the Client authorizing the issuance of securities, together with written instructions from an authorized officer or director of the Client giving particulars of the registered owners of such securities, the Agent shall register such securityholders and countersign and deliver certificates representing such securities in accordance with such instructions and the Agent can rely that such instructions are in compliance with exchange or regulatory requirements as promulgated from time to time.
14. When a certificate is presented to the Agent for the purpose of transfer, transfer of any of the securities in respect of which such certificate was issued may be refused by the Agent until it is satisfied that such certificate is valid, that the endorsement thereon is genuine (and, where required, properly guaranteed) and that the transfer requested is legally authorized. In the absence of bad faith, gross negligence or willful misconduct, the Agent shall not incur any liability in refusing to effect any transfer which, in its judgment, is improper or unauthorized, or in carrying out any transfer which, in its judgment, is proper or authorized. The Agent shall incur no liability with respect to the delivery or non-delivery of any securities certificate whether delivered by hand, mail or other means.
15. Except as specifically provided below, it shall not be the duty of the Agent to pass on the validity of transfers of securities owing to death, transfers by parents or guardians, powers of attorney, transfers of replacements of securities certificates lost, apparently destroyed or wrongfully taken, and it is hereby authorized, at the Agent's discretion, to refer all documents relating to such transfers to the solicitors of the Client, at the expense of the Client, and the Agent shall be entitled to act and rely absolutely upon their opinion.
16. The Agent shall be entitled to treat as valid any certificate for Securities purporting to have been issued by or on behalf of the Client prior to the Effective Date and the Client shall indemnify and save harmless the Agent, its officers, directors, employees, successors, assigns and agents from any liability or claims that may be made against them by reason of the Agent treating any such certificate as valid. The Agent is hereby expressly relieved from any duty or obligation to verify the signature or the authority to sign of the person or persons purporting to sign any such certificate on behalf of the Client or on behalf of any other institution that appointed the Agent and registrar of the Securities prior to the Effective Date.
17. All securities certificates and accompanying documentation surrendered to the Agent on any transfer of the securities or on exchanges of certificates in respect to any change in or reorganization of capital shall be cancelled by the Agent and held by it in accordance with its record retention policy. The Agent shall not be required to hold such certificates

after the expiry of such period and in any case is hereby authorized to destroy such certificates forthwith after the end of a 7 year period. The Client shall be responsible for any reasonable expenses incurred by the Agent in connection with the storage of the securities certificates and any related records.

## **Distribution Agent Services**

18. The Agent shall disburse dividends and other distributions which may be declared from time to time on the securities of the Client, and the Agent is hereby authorized and directed to pay such dividends and other distributions after receipt of:
- i. a certified copy of the resolution of the board of directors or equivalent of the Client declaring such dividends or other distributions or similar documentation that is acceptable to the Agent; and
  - ii. funds in an amount sufficient for the payment of such dividends or other distributions.

If any funds are received by the Agent in the form of uncertified cheques, the Agent shall be entitled to delay the time for release of such funds until such uncertified cheques shall be determined to have cleared the financial institution upon which the same are drawn. If the Agent shall hold any amount on account of distributions which are unclaimed or which cannot be paid for any reason, the Agent shall be entitled to hold the funds in an interest bearing account and to retain for its own account any interest earned by the holding of same prior to its disposition in accordance with this Agreement.

19. In its capacity as dividend disbursing agent for all cash distributions that may be declared by the Client, the Agent shall, in respect of each distribution:
- a) calculate in Canadian or U.S. dollars, as directed by the Client, the amount of dividends to which each registered securityholder is entitled, based on the number of securities held by such securityholder on the record date multiplied by the rate per security, net of any applicable withholdings (subject to and in accordance with paragraph c below), and deliver a letter to the Client confirming the aggregate cash funding requirements and wire transfer instructions, such wire transfer(s) to be completed by the Client at least one business day before the payable date, unless the Agent and the Client mutually agree on alternative funding arrangements;
  - b) prepare cheques, drawn on one or more accounts maintained by and in the name of the Agent, in the name of each registered securityholder for the net amount payable to each such securityholder, to be mailed to each such securityholder by first-class mail on a mutually agreed date, except that the Agent may perform electronic funds transfer (“**EFT**”) to a registered securityholder where appropriate EFT instructions are on file; and
  - c) remit and report all applicable Canada Revenue Agency (“**CRA**”), Revenue Quebec (“**RQ**”) and Internal Revenue Service (“**IRS**”) withholdings to CRA, RQ and/or IRS and prepare and mail, on an annual basis, applicable CRA, RQ and IRS tax slips to

each registered securityholder (collectively, the “**Tax Obligations**”), provided that the Client shall direct the Agent in writing with respect to the performance of such Tax Obligations and shall provide the Agent with all necessary funds and information required by the Agent to comply with such Tax Obligations.

20. The Agent may hold cash balances constituting part or all of the funds in an interest bearing account, and may, but need not, invest same in the deposit department of a Canadian chartered bank and their affiliates, but the Agent, its affiliates or a Canadian chartered bank and its affiliates shall not be liable to account for any profit to any parties to this Agreement or to any other person or entity other than at a rate, if any, established from time to time by the Agent, its affiliates or a Canadian chartered bank and its affiliates.

### **Tabulation Agent and Scrutineer Services**

21. The Client shall appoint the Agent as its agent to tabulate proxies and votes and shall appoint employees of the Agent to act as scrutineers in connection with meetings of the securityholders provided that the Agent and its employees may decline such appointment in their own reasonable discretion.
22. The Agent shall accept and tabulate voting instructions through its dedicated proxy voting website. The Agent shall make available to securityholders that vote online future e-delivery of proxies, financials and other communications of the Client as the Client permits.

### **Mailing and Printing**

23. The Agent will on direction from the Client make arrangements for the printing and mailing of such securityholder materials as the Client requires.

### **Termination of Service Schedule**

24. Upon the termination of this Agreement and provided that the Client is in compliance with all of the terms of this Agreement, including the payment of all amounts owing to the Agent hereunder, the Agent shall deliver over to the Client (or such third party as the Client otherwise requests) the Registers, share certificates and any other documents connected with the business of the Client. A receipt signed by the Chairman, the President, any Vice President, or the Corporate Secretary of the Client (or, where delivery to a third party is requested by the Client, a receipt signed by such third party) shall be a valid discharge to the Agent. With respect to unissued share certificates, unless the Client requests that such share certificates be delivered to a recognized banknote company, the Agent shall, at the expense of the Client deface all references to the Agent on such certificates.

**TSX TRUST COMPANY**

Per: "Patricia Selby"  
Name: Patricia Selby  
Title: Senior Relationship Manager

Per: "Trisha Beaton"  
Name: Trisha Beaton  
Title: Senior Trust Officer

**WINSTON CAPITAL GROUP INC**

Per: "Bruce Bent"  
Name: Bruce Bent  
Title: President

Per: "Michael White"  
Name: Michael White  
Title: Director and Secretary

**CERTIFIED COPY OF DIRECTORS' RESOLUTIONS**

**WINSTON CAPITAL GROUP INC.**

I, Bruce Bent, Chief Executive Officer and a director of **WINSTON CAPITAL GROUP INC.** (the "**Corporation**"), do hereby certify, for and on behalf of the Corporation, and not in my personal capacity and without personal liability that Schedule "A" attached hereto is a true and correct copy of resolutions of the board of directors of the Corporation, approved, adopted and consented to in writing by all of the directors of the Corporation without the holding of a meeting of the directors of the Corporation, and that the said resolutions are now in full force and effect, unamended as of the date hereof.

**DATED** as of the 29<sup>th</sup> day of November, 2018.

**WINSTON CAPITAL GROUP INC.**

Per: "**Bruce Bent**"  
\_\_\_\_\_  
Bruce Bent  
Chief Executive Officer and Director

## SCHEDULE "A"

**RESOLUTION OF THE DIRECTORS OF WINSTON CAPITAL GROUP INC. (THE "CORPORATION") APPROVED, ADOPTED AND CONSENTED TO IN WRITING WITHOUT THE HOLDING OF A MEETING AS EVIDENCED BY THE SIGNATURES OF ALL OF THE DIRECTORS PURSUANT TO THE *BUSINESS CORPORATIONS ACT* (ALBERTA) AND THE BY-LAWS OF THE CORPORATION**

### **APPOINTMENT OF TRANSFER AGENT, REGISTRAR AND DIVIDEND DISBURSING AGENT**

#### **WHEREAS:**

- A. the directors of the Corporation wish to appoint TSX Trust Company ("**TSX**") as the transfer agent, registrar and disbursing agent for the common shares of the Corporation (the "**Common Shares**");
- B. the directors of the Corporation wish to provide for such approvals as may be appropriate in the circumstances to authorize the appointment of TSX; and
- C. the Corporation proposes to enter into a transfer agency and registrar agreement (the "**Transfer Agreement**") with Computershare, substantially in the form attached hereto as Exhibit "A", pursuant to the terms and conditions of which TSX will act as the Transfer Agent and Registrar of the Corporation's Common Shares;

#### **NOW THEREFORE BE IT RESOLVED THAT:**

- 1. The execution, delivery and performance by the Corporation of the Transfer Agreement be approved, subject to such amendments as the officer or director signing on behalf of the Corporation shall determine necessary and appropriate; and any one (1) director or officer of the Corporation be authorized and directed to execute and deliver the Transfer Agreement for and on behalf of the Corporation, and execution as aforesaid shall be conclusive evidence of approval of any such amendments to the Transfer Agreement.
- 2. TSX at its principal office in the City of Calgary, Alberta be and is hereby appointed as Transfer Agent and Registrar for the Common Shares.
- 3. TSX be and is hereby appointed as agent to disburse to the shareholders of the Corporation dividends which may from time to time be declared on the said Common Shares and TSX is hereby authorized and directed to pay such dividends as may be declared by the board of directors of the Corporation (the "**Board of Directors**") upon the Corporation lodging with TSX a certified copy of the resolution of the Board of Directors declaring such dividends and depositing with TSX funds in an amount sufficient for the payment of such dividends at least one (1) business day before each dividend payable date.

4. For the purpose of the original issue of the certificates representing the Common Shares, TSX is hereby directed to countersign as Transfer Agent and Registrar certificates in such amounts as the Corporation may from time to time by resolution allot, TSX being authorized to issue such Common Shares on receipt of a copy of such resolution certified under the seal of the Corporation by the Chief Executive Officer, Chief Financial Officer, Corporate Secretary or any director of the Corporation, and to deliver the said certificates to or upon the written order of the Corporation.

5. The principal register of transfers and the consolidated shareholders ledgers of the Common Shares shall be kept at the principal office of TSX in the City of Calgary.

6. All of the Common Shares shall be effectively and interchangeably transferable on the registers of transfers maintained by TSX regardless of where or when the share certificates therefor shall have been issued and the registration of the transfer of any of the Common Shares in the register of transfers maintained at the said office of TSX shall for all purposes be complete and valid registration and transfer.

7. TSX may act upon any signature, certificate or other document believed by it to be genuine and believed to have been signed by the proper person or persons, or refuse to transfer a certificate if it is not satisfied as to the propriety of the requested transfer and in so doing, TSX shall be protected and held harmless by the Corporation from all liability and expense.

8. The Corporation shall lodge with TSX certified specimens of the signatures of the officers of the Corporation authorized to sign share certificates, and TSX shall be fully protected in relying on such signatures and in continuing to use share certificates bearing the same until TSX has been notified in writing by the Corporation to discontinue the use of such certificates.

9. When TSX deems it expedient, it may apply to the Corporate Secretary of the Corporation or to counsel for the Corporation or to its own counsel for instructions or advice and the Corporation shall fully protect and hold TSX harmless from any and all liability for any action taken by TSX in accordance with such instructions or advice.

10. TSX is hereby authorized to accept a list certified under the seal of the Corporation by the Chief Executive Officer, Chief Financial Officer, Corporate Secretary or any director of the Corporation of the number of shares registered in the name of each shareholder at the time of its appointment as Transfer Agent and Registrar.

11. Remuneration for the services of TSX shall be the fees in effect from time to time in accordance with its tariff of fees which is subject to revision upon agreement and TSX shall be reimbursed for all legal, stationery, postage and other out-of-pocket expenses which attach to the carrying out of its duties under this appointment.

12. The Corporation authorizes TSX to levy a certificate issuance fee per certificate to the presentee as determined by agreement between the Corporation and TSX.

13. The Corporation authorizes TSX to levy a certificate replacement fee per certificate to the presentee as determined by agreement between the Corporation and TSX.

14. Any one (1) director or officer of the Corporation is hereby authorized to execute under the corporate seal of the Corporation or otherwise, such agreements or other documents in such form and under such terms as conclusively evidenced by the execution of such agreements or other documents by such director or officer.

### **ESCROW AGREEMENT**

**WHEREAS** in furtherance of complying with the requirements of the TSX Venture Exchange Inc., several securityholders of the Corporation (hereinafter collectively referred to as the "**Securityholders**") are desirous of depositing in escrow certain securities of the Corporation owned or to be owned by them, and TSX has agreed to undertake and perform its duties as trustee for the said securities, the whole in accordance with the terms and conditions of an escrow agreement between the Corporation as Issuer, TSX as Trustee and the Securityholders;

**NOW THEREFORE BE IT RESOLVED THAT** the Corporation be authorized to enter into the escrow agreement (the "**Escrow Agreement**") among the Corporation as Issuer, TSX as Trustee, and the Securityholders, a copy of which is attached hereto as Exhibit "B"; the terms and conditions of the Escrow Agreement be approved and the Escrow Agreement be executed for and in the name of the Corporation by any one (1) director or officer of the Corporation, with such alterations, additions, amendments and deletions as the officer or director signing on behalf of the Corporation shall determine to be necessary or appropriate, and the signature of the director or officer thereto shall be conclusive evidence of approval thereof.

### **GENERAL**

#### **BE IT RESOLVED THAT:**

1. Any one (1) director or officer of the Corporation be authorized for and on behalf of the Corporation to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of the Corporation or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing.

2. This resolution may be executed in separate counterparts, and all such executed counterparts when taken together shall constitute one (1) resolution. The Corporation shall be entitled to rely on delivery of a facsimile or PDF copy of the executed resolution and such facsimile or PDF copy shall be legally effective to create a valid and binding resolution.

**CERTIFICATE OF INCUMBENCY**

**To: TSX Trust Company ("TSX")**

The undersigned, Bruce Bent, Chief Executive Officer and a director of Winston Capital Group Inc. (the "**Corporation**"), hereby certifies that the persons named below do hold the position(s) set forth opposite their names with the Corporation, that the signature appearing opposite each such person's name is the true signature of such person, and that the following instructions are given to TSX in accordance with the current corporate by-laws of the Corporation.

This constitutes your full authority and order to accept and act upon any directions and orders which may be given to you by any two of the person named below (or by any one of the persons named if acting alone), whom are (is) authorized without any reserve or condition of any kind to represent the Corporation in all respects and for all purposes and to execute on behalf and in the name of the Corporation any certificate, confirmation, direction, order, agreement or other document.

| <u>Name</u>           | <u>Title</u>                                | <u>Signature</u>        |
|-----------------------|---|-------------------------|
| <u>Bruce Bent</u>     | <u>Chief Executive Officer and Director</u> | <u>"Bruce Bent"</u>     |
| <u>Michael White</u>  | <u>Corporate Secretary and Director</u>     | <u>"Michael White"</u>  |
| <u>John R. Gamble</u> | <u>Director</u>                             | <u>"John R. Gamble"</u> |
| <u>David Woolford</u> | <u>Director</u>                             | <u>"David Woolford"</u> |

This document replaces and supersedes any prior authorization, power of attorney or certification; it will remain in effect and fully binding upon the Corporation for the **next 12 months** or until such earlier time as written notice to the contrary is filed with and delivered to TSX.

The power to represent the Corporation as above provided may not be further delegated.

Made in Calgary, this 29<sup>th</sup> day of November, 2018.

Signed by: "Bruce Bent"  
Bruce Bent  
Chief Executive Officer and Director