

**THIS FIRST SUPPLEMENTAL WARRANT INDENTURE** (the “**Supplemental Indenture**”) is dated as of July 7, 2023.

**BETWEEN:**

**GLADIATOR METALS CORP.,**

a corporation governed under the laws of the Province of British Columbia

(the “**Company**”)

- AND -

**ODYSSEY TRUST COMPANY,**

a trust company incorporated under the laws of Alberta

(the “**Warrant Agent**”, together with the Company, the “**Parties**” and each a “**Party**”)

**WHEREAS:**

- A. The Company and the Warrant Agent executed a warrant indenture (the “**Warrant Indenture**”) dated as of June 30, 2023, governing the terms of common share purchase warrants (the “**Warrants**”) originally issued by the Company thereunder;
- B. The Company intends to amend the Warrant Indenture to provide for the issuance of additional Warrants thereunder and to amend certain definitions set forth therein;
- C. The Parties have determined that it is appropriate to amend the Warrant Indenture to give effect to the amendments described herein;
- D. Section 8.1(g) of the Warrant Indenture provides that the Parties may amend the Warrant Indenture to provide for the issuance of additional Warrants, and Section 8.1(h) of the Warrant Indenture provides that the Parties may amend the Warrant Indenture for any other purchase not inconsistent with the terms of the Warrant Indenture provided that in the opinion of the Warrant Agent, relying on the advice of Counsel, the rights of the Warrant Agent and of the Registered Warrantholders are in no way prejudiced thereby;
- E. The foregoing recitals are made as representations and statements of fact by the Company and not by the Warrant Agent; and
- F. The Warrant Agent has agreed to enter into this Supplemental Indenture and to hold all rights, interests and benefits contained herein for and on behalf of those persons who are holders of Warrants issued pursuant to the Warrant Indenture as modified by this Supplemental Indenture from time to time.

**NOW THEREFORE**, in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## Amendment to Warrant Indenture

The Warrant Indenture is hereby amended as follows:

1. Deleting the recitals to the Warrant Indenture and replacing them in their entirety with:

“**WHEREAS** the Company is completing an offering of: (i) units of the Company (the “**Conventional Units**”) at a price of \$0.55 per Conventional Unit, each Conventional Unit consisting of one Common Share (as defined herein) and one-half of one Warrant (as defined herein); and (ii) charity flow-through units of the Company (the “**FT Units**”) at a price of \$0.7975 per FT Unit, each FT Unit consisting of one FT Common Share (as defined herein) and one-half of one Warrant (as defined herein) (the “**Offering**”);

**AND WHEREAS** the Offering consists of a brokered private placement led by the Agents (as defined herein) pursuant to the terms of the Agency Agreement (as defined herein) on a commercially reasonable “best efforts” basis of Conventional Units and the FT Units, and a non-brokered private placement by the Company of Conventional Units;

**AND WHEREAS** the Offering may close in one or more tranches as agreed to by the Company and the Agents in accordance with the terms of the Agency Agreement and the policies of the Exchange;

**AND WHEREAS** pursuant to this Warrant Indenture, each whole Warrant will, subject to adjustment, entitle the holder thereof to acquire one Warrant Share (as defined herein) upon payment of the Exercise Price (as defined herein) at any time prior to the Expiry Time (as defined herein) upon the terms and conditions herein set forth;

**AND WHEREAS** all acts and deeds necessary have been done and performed to make the Warrants, when created and issued as provided in this Warrant Indenture, legal, valid and binding upon the Company with the benefits and subject to the terms of this Warrant Indenture;

**AND WHEREAS** the foregoing recitals are made as representations and statements of fact by the Company and not by the Warrant Agent; and

**NOW THEREFORE**, in consideration of the premises and mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company hereby appoints the Warrant Agent as warrant agent to hold the rights, interests and benefits contained herein for and on behalf of those persons who from time to time become the holders of Warrants issued pursuant to this Warrant Indenture and the parties hereto agree as follows:”

2. Deleting the definition of “Closing Date” in Section 1.1 in its entirety and replacing it with:

““**Closing Date**” means the date(s) the Company may determine within the requirements of the Exchange to complete the Offering, which may be on one or more dates should the closing occur in one or more tranches;”

3. Deleting the definition of “Expiry Date” in Section 1.1 in its entirety and replacing it with:

““**Expiry Date**” means the date that is two (2) years from the date of issuance;”

4. Deleting Section 2.1 in its entirety and replacing it with:

**“Section 2.1 Creation and Issue of Warrants**

A maximum of 7,318,182 Warrants (subject to adjustment as herein provided) are hereby created and authorized to be issued on the Issue Date in accordance with the terms and conditions hereof. By written order of the Company, the Warrant Agent shall issue and deliver Warrants in certificated or uncertificated form pursuant to Section 2.5 hereof to Registered Warrantholders and record the names of the Registered Warrantholders on the Warrant register. Registration of interests in Warrants held by the Depository may be evidenced by a position appearing on the register for Warrants of the Warrant Agent for an amount representing the aggregate number of such Warrants outstanding from time to time.”

5. Deleting Section 2.8(2) in its entirety and replacing it with:

“(2) The certificates or other instruments representing the Warrants, and the stock certificates representing any Common Shares issued upon exercise of such Warrants, (if issued prior to the expiration of the applicable hold periods), if any, will bear the following legend in accordance with Applicable Legislation:

“UNLESS PERMITTED BY SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE • [INSERT DATE THAT IS FOUR MONTHS AND ONE DAY FOLLOWING THE DATE OF ISSUANCE].”

and if applicable under the policies of the Exchange, the additional legend as follows:

“WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL • [INSERT DATE THAT IS FOUR MONTHS AND ONE DAY FOLLOWING THE DATE OF ISSUANCE].”

6. Deleting the form of Warrant Certificate attached to the Warrant Indenture as Schedule “A” and replacing it with the Warrant Certificate attached hereto as Schedule “A”.

**Other**

7. This Supplemental Indenture is supplemental to the Warrant Indenture and the Warrant Indenture shall henceforth be read in conjunction with this Supplemental Indenture and all the provisions of the Warrant Indenture, except only insofar as the same may be inconsistent with the express provisions hereof, shall apply and have the same effect as if all the provisions of the Warrant Indenture and of this Supplemental Indenture were contained in one instrument and the expressions used herein shall have the same meaning as is ascribed to the corresponding expressions in the Warrant Indenture.
8. On and after the date hereof, each reference to the Warrant Indenture, as amended by this Supplemental Indenture, “**this Warrant Indenture**”, “**this Indenture**”, “**herein**”, “**hereby**”, and similar references, and each reference to the Warrant Indenture in any other agreement, certificate, document or instrument relating thereto, shall mean and refer to the Warrant Indenture as amended

hereby. Except as specifically amended by this Supplemental Indenture, all other terms and conditions of the Warrant Indenture shall remain in full force and unchanged.

9. The Warrant Indenture shall be and continue to be in full force and effect, unamended, except as provided herein, and the Company hereby confirms the Warrant Indenture in all other respects.
10. This Supplemental Indenture shall be governed by and be construed in accordance with the laws of the Province of British Columbia and shall be binding upon the Parties hereto and their respective successors and assigns.
11. This Supplemental Indenture may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear the date set out at the top of the first page of this Supplement Indenture.
12. All capitalized terms used and not otherwise defined in this Supplemental Indenture shall have the meanings ascribed to them in the Warrant Indenture.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF** the Parties hereto have executed this Supplemental Indenture under the hands of their proper officers in that behalf.

**GLADIATOR METALS CORP.**

Per: "Darren Devine"  
Name: Darren Devine  
Title: Director

**ODYSSEY TRUST COMPANY**

Per: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF** the Parties hereto have executed this Supplemental Indenture under the hands of their proper officers in that behalf.

**GLADIATOR METALS CORP.**

Per: \_\_\_\_\_  
Name:  
Title:

**ODYSSEY TRUST COMPANY**

Per: *"Amy Douglas"*  
\_\_\_\_\_  
Name: Amy Douglas  
Title: Senior Director, Corporate Trust

*"Rachel Wales"*  
\_\_\_\_\_  
Name: Rachel Wales  
Title: Director, Corporate Trust

**Schedule “A”**

[see attached]

**SCHEDULE “A”**  
**FORM OF WARRANT**

THE WARRANTS EVIDENCED HEREBY ARE EXERCISABLE AT OR BEFORE 5:00 P.M. (PACIFIC TIME) ON • [INSERT DATE THAT IS TWO YEARS FOLLOWING THE DATE OF ISSUANCE] AFTER WHICH TIME THE WARRANTS EVIDENCED HEREBY SHALL BE DEEMED TO BE VOID AND OF NO FURTHER FORCE OR EFFECT.

UNLESS PERMITTED BY SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE • [INSERT DATE THAT IS FOUR MONTHS AND ONE DAY FOLLOWING THE DATE OF ISSUANCE].

WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL • [INSERT DATE THAT IS FOUR MONTHS AND ONE DAY FOLLOWING THE DATE OF ISSUANCE].

*For all Warrants issued to U.S. Warrantholders, also include the following legend:*

THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES ISSUABLE UPON EXERCISE THEREOF HAVE NOT BEEN AND WILL NOT BE 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 GLADIATOR METALS CORP. (THE “**COMPANY**”) THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, (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 COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT.

THIS WARRANT AND THE SECURITIES DELIVERABLE UPON EXERCISE THEREOF 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. THIS WARRANT MAY NOT BE EXERCISED BY OR ON BEHALF OF A U.S. PERSON OR A PERSON IN THE UNITED STATES UNLESS THE WARRANT AND THE UNDERLYING SECURITIES HAVE BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND THE APPLICABLE SECURITIES LEGISLATION OF ANY SUCH STATE, OR AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE. “**UNITED STATES**” AND “**U.S. PERSON**” ARE AS DEFINED BY REGULATION S UNDER THE U.S. SECURITIES ACT.

*For all Warrants sold and registered in the name of the Depository, also include the following legend:*

**(INSERT IF BEING ISSUED TO CDS)** UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. (“CDS”) TO GLADIATOR METALS CORP. (THE “ISSUER”) OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO., OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED HOLDER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE.

**WARRANTS TO PURCHASE COMMON SHARES  
OF GLADIATOR METALS CORP.**

(Governed under the *Business Corporations Act* (British Columbia))

Warrant  
Certificate No. ●

Certificate for \_\_\_\_\_  
Warrants, each entitling the holder to acquire one (1)  
Common Share (subject to adjustment as provided  
for in the Warrant Indenture (as defined below)

CUSIP: ●

ISIN: ●

**THIS IS TO CERTIFY THAT**, for value received,

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(the “**Warrantholder**”) is the registered holder of the number of common share purchase warrants (the “**Warrants**”) of Gladiator Metals Corp. (the “**Company**”) specified above, and is entitled, on exercise of these Warrants upon and subject to the terms and conditions set forth herein and in the Warrant Indenture, to purchase at any time before 5:00 p.m. (Pacific time) (the “**Expiry Time**”) on ● [insert date that is two years following the date of issuance] (the “**Expiry Date**”) one fully paid and non-assessable common share without par value in the capital of the Company as constituted on the date hereof (a “**Common Share**”) for each Warrant subject to adjustment in accordance with the terms of the Warrant Indenture.

The right to purchase Common Shares may only be exercised by the Warrantholder within the time set forth above by:

- (a) duly completing and executing the exercise form (the “**Exercise Form**”) attached hereto; and
- (b) surrendering this warrant certificate (the “**Warrant Certificate**”), with the Exercise Form to the Warrant Agent at the principal office of the Warrant Agent, in the city of Vancouver, British Columbia, together with a certified cheque, bank draft, or money order in the lawful money of Canada payable to or to the order of the Company in an amount equal to the Exercise Price (as defined below) in respect of each Common Share so subscribed for.

The surrender of this Warrant Certificate, the duly completed Exercise Form and payment as provided above will be deemed to have been effected only on personal delivery thereof to, or if sent by mail or other means of transmission on actual receipt thereof by, the Warrant Agent at its principal office as set out above.

Subject to adjustment thereof in the events and in the manner set forth in the Warrant Indenture hereinafter referred to, the exercise price payable for each Common Share upon the exercise of Warrants shall be \$0.90 per Common Share (the “**Exercise Price**”).

Certificates for the Common Shares subscribed for will be mailed to the persons specified in the Exercise Form at their respective addresses specified therein or, if so specified in the Exercise Form, delivered to such persons at the office where this Warrant Certificate is surrendered. If fewer Common Shares are purchased than the number that can be purchased pursuant to this Warrant Certificate, the holder hereof will be entitled to receive without charge a new Warrant Certificate in respect of the balance of the Common Shares not so purchased. No fractional Common Shares will be issued upon exercise of any Warrant.

This Warrant Certificate evidences Warrants of the Company issued or issuable under the provisions of a warrant indenture (which indenture together with all other instruments supplemental or ancillary thereto is herein referred to as the “**Warrant Indenture**”) dated as of June 30, 2023 between the Company and Odyssey Trust Company, as Warrant Agent, to which Warrant Indenture reference is hereby made for particulars of the rights of the holders of Warrants, the Company and the Warrant Agent in respect thereof and the terms and conditions on which the Warrants are issued and held, all to the same effect as if the provisions of the Warrant Indenture were herein set forth, to all of which the holder, by acceptance hereof, assents. The Company will furnish to the holder, on request and without charge, a copy of the Warrant Indenture.

On presentation at the principal office of the Warrant Agent as set out above, subject to the provisions of the Warrant Indenture and on compliance with the reasonable requirements of the Warrant Agent, one or more Warrant Certificates may be exchanged for one or more Warrant Certificates entitling the holder thereof to purchase in the aggregate an equal number of Common Shares as are purchasable under the Warrant Certificate(s) so exchanged.

Neither the Warrants nor the Common Shares issuable upon exercise hereof have been or will be registered under the *United States Securities Act of 1933*, as amended (the “**U.S. Securities Act**”), or any U.S. state securities laws. These Warrants may not be exercised in the United States or by or on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States unless the Warrants and the Common Shares issuable upon exercise hereof have been registered under the U.S. Securities Act and the applicable U.S. state securities legislation, or an exemption from such registration requirements is available.

The Warrant Indenture contains provisions for the adjustment of the Exercise Price payable for each Common Share upon the exercise of Warrants and the number of Common Shares issuable upon the exercise of Warrants in the events and in the manner set forth therein.

The Warrant Indenture also contains provisions making binding on all holders of Warrants outstanding thereunder resolutions passed at meetings of holders of Warrants held in accordance with the provisions of the Warrant Indenture and instruments in writing signed by Warrantholders of Warrants entitled to purchase a specific majority of the Common Shares that can be purchased pursuant to such Warrants.

Nothing contained in this Warrant Certificate, the Warrant Indenture or elsewhere shall be construed as conferring upon the holder hereof any right or interest whatsoever as a holder of Common Shares or any other right or interest except as herein and in the Warrant Indenture expressly provided. In the event of any discrepancy between anything contained in this Warrant Certificate and the terms and conditions of the Warrant Indenture, the terms and conditions of the Warrant Indenture shall govern.

Warrants may only be transferred in compliance with the conditions of the Warrant Indenture on the register to be kept by the Warrant Agent in Vancouver, British Columbia, or such other registrar as the Company,

with the approval of the Warrant Agent, may appoint at such other place or places, if any, as may be designated, upon surrender of this Warrant Certificate to the Warrant Agent or other registrar accompanied by a written instrument of transfer in form and execution satisfactory to the Warrant Agent or other registrar and upon compliance with the conditions prescribed in the Warrant Indenture and with such reasonable requirements as the Warrant Agent or other registrar may prescribe and upon the transfer being duly noted thereon by the Warrant Agent or other registrar. Time is of the essence hereof.

This Warrant Certificate will not be valid for any purpose until it has been countersigned by or on behalf of the Warrant Agent from time to time under the Warrant Indenture.

The parties hereto have declared that they have required that these presents and all other documents related hereto be in the English language. *Les parties aux présentes déclarent qu'elles ont exigé que la présente convention, de même que tous les documents s'y rapportant, soient rédigés en anglais.*

**IN WITNESS WHEREOF** the Company has caused this Warrant Certificate to be signed by its duly authorized officer as of this ● day of ●, 2023.

**GLADIATOR METALS CORP.**

Per: \_\_\_\_\_  
Name:  
Title:

Countersigned this ● day of ●, 2023

**ODYSSEY TRUST COMPANY**

Per: \_\_\_\_\_  
Name:  
Title:

**FORM OF TRANSFER**

To: Odyssey Trust Company

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers to

\_\_\_\_\_ (print name and address) the Warrants represented by this Warrants Certificate and hereby irrevocable constitutes and appoints \_\_\_\_\_ as its attorney with full power of substitution to transfer the said securities on the appropriate register of the Warrant Agent.

In the case of a warrant certificate that contains a U.S. restrictive legend, the undersigned hereby represents, warrants and certifies that (one (only) of the following must be checked):

- (A) the transfer is being made only to the Company;
- (B) the transfer is being made outside the United States in accordance with Rule 904 of Regulation S under the U.S. Securities Act, and in compliance with any applicable local securities laws and regulations and the holder has provided herewith the Declaration for Removal of Legend attached as Schedule "C" to the Warrant Indenture, or
- (C) the transfer is being made within the United States or to, or for the account or benefit of, U.S. Persons, in accordance with a transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws and the undersigned has furnished to the Company and the Warrant Agent an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Company and the Warrant Agent to such effect.

If the proposed transfer is to, or for the account or benefit of, a U.S. Person or a person in the United States, the undersigned hereby represents, warrants and certifies that the transfer of the Warrants is being completed pursuant to an exemption from the registration requirements of the U.S. Securities Act and any applicable state securities laws, in which case the undersigned has furnished to the Company and the Warrant Agent an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Company and the Warrant Agent to such effect.

If transfer is to, or for the account or benefit of, a U.S. Person or a person in the United States, check this box.

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 Residents only (where the individual(s) or corporation receiving the securities is a US resident). Please select only one (see instructions below).**



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 RESIDENTS ONLY**

Consistent with US IRS regulations, Odyssey Trust Company is required to request cost basis information from US 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).