

THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETE. THIS LETTER OF TRANSMITTAL IS FOR USE IN ACCEPTING THE OFFER BY AGNICO EAGLE ABITIBI ACQUISITION CORP., A WHOLLY-OWNED SUBSIDIARY OF AGNICO EAGLE MINES LIMITED, TO PURCHASE ALL OF THE ISSUED AND OUTSTANDING COMMON SHARES OF O3 MINING INC., WHICH INCLUDES ANY COMMON SHARES (AS DEFINED HEREIN) THAT MAY BECOME ISSUED AND OUTSTANDING AFTER THE DATE OF THE OFFER (AS DEFINED HEREIN) BUT PRIOR TO THE EXPIRY TIME (AS DEFINED HEREIN) UPON THE EXERCISE, EXCHANGE OR REDEMPTION OF ANY CONVERTIBLE SECURITIES (AS DEFINED IN THE OFFER AND CIRCULAR).

LETTER OF TRANSMITTAL

to deposit Common Shares of

O3 MINING INC.

Pursuant to the Offer dated December 19, 2024, made by

**AGNICO EAGLE ABITIBI ACQUISITION CORP.,
a wholly-owned subsidiary of
AGNICO EAGLE MINES LIMITED**

THE OFFER IS OPEN FOR ACCEPTANCE UNTIL 11:59 P.M. (TORONTO TIME) ON JANUARY 23, 2025 (THE "EXPIRY DATE"), UNLESS THE OFFER IS EXTENDED OR WITHDRAWN BY THE OFFEROR (AS DEFINED HEREIN) IN ACCORDANCE WITH ITS TERMS.

USE THIS LETTER OF TRANSMITTAL IF:

1. YOU WISH TO ACCEPT THE OFFER AND ARE DEPOSITING CERTIFICATE(S), DRS STATEMENT(S) OR OTHER EVIDENCE REPRESENTING YOUR COMMON SHARES;
2. YOU ARE ACCEPTING THE OFFER AND NOT USING THE PROCEDURE FOR BOOK-ENTRY TRANSFER; OR
3. YOU PREVIOUSLY DEPOSITED COMMON SHARES PURSUANT TO A NOTICE OF GUARANTEED DELIVERY.

BENEFICIAL SHAREHOLDERS, THROUGH THEIR RESPECTIVE CDS OR DTC PARTICIPANTS, WHO UTILIZE CDSX OR ANOTHER METHOD TO ACCEPT THE OFFER THROUGH A BOOK-ENTRY TRANSFER OF THEIR HOLDINGS OF COMMON SHARES INTO THE ACCOUNT OF LAUREL HILL ADVISORY GROUP (THE "DEPOSITARY AND INFORMATION AGENT") WITH CDS OR DTC, AS APPLICABLE, SHALL BE DEEMED TO HAVE COMPLETED AND SUBMITTED THIS LETTER OF TRANSMITTAL AND TO BE BOUND TO THE TERMS HEREOF AND THEREFORE SUCH INSTRUCTIONS RECEIVED BY THE DEPOSITARY AND INFORMATION AGENT ARE CONSIDERED A VALID DEPOSIT UNDER THE OFFER.

The offer (the “**Offer**”) is being made by Agnico Eagle Abitibi Acquisition Corp. (the “**Offeror**”), a wholly-owned subsidiary of Agnico Eagle Mines Limited, to purchase, on the terms and subject to the conditions of the Offer, as described in the accompanying Take-Over Bid Circular dated December 19, 2024 (together, the “**Offer and Circular**”), all of the issued and outstanding common shares (“**Common Shares**”) of O3 Mining Inc. (“**O3**”), which includes any Common Shares that may become issued and outstanding after the date of the Offer but prior to the Expiry Time upon the conversion, exchange or exercise of any Convertible Securities. Pursuant to the Offer, holders of Common Shares (the “**Shareholders**”) will receive \$1.67 in cash for each Common Share deposited under the Offer (less applicable withholding taxes).

This Letter of Transmittal (this “**Letter of Transmittal**”) is for use by registered Shareholders. Beneficial Shareholders who hold their Common Shares through an Intermediary may accept the Offer by following the procedures for a book-entry transfer of Common Shares set out in Section 3 of the Offer to Purchase, “*Manner of Acceptance — Acceptance by Book-Entry Transfer*”. The Depository and Information Agent has established an account at CDS for the purpose of the Offer. Any financial institution that is a participant in CDS may cause CDS to make a book-entry transfer of a Shareholder’s Common Shares into the Depository and Information Agent’s account with CDS in accordance with CDS procedures for such transfer. Delivery of Common Shares to the Depository and Information Agent by means of a book-entry transfer will constitute a valid deposit of such Common Shares under the Offer.

Beneficial Shareholders, through their respective CDS participants, who utilize CDSX to accept the Offer through a book-entry transfer of their holdings of Common Shares into the Depository and Information Agent’s account with CDS shall be deemed to have completed and submitted this Letter of Transmittal and to be bound by the terms hereof and therefore such instructions received by the Depository and Information Agent are considered a valid deposit under the Offer.

Beneficial Shareholders may also accept the Offer by following the procedures established by their U.S. or other non-Canadian Intermediary or DTC, at or prior to the Expiry Time. U.S. and other non-Canadian Intermediaries with CDS accounts may deposit the Shareholders’ Common Shares through CDS book-entry transfer into the Depository and Information Agent’s account with CDS in accordance with CDS procedures or withdraw such positions from DTC and deposit directly into the Depository and Information Agent’s account with CDS in accordance with CDS procedures for such transfer. U.S. and other non-Canadian Intermediaries may also withdraw Common Shares from DTC and deposit physical certificates and DRS Statements directly with the Depository and Information Agent. For greater certainty, DTC participants will not be able to deposit Common Shares through DTC online book-entry transfer procedures.

If a registered Shareholder wishes to deposit Common Shares pursuant to the Offer and: (i) the certificate(s), DRS Statement(s) or other evidence representing such Common Shares is (are) not immediately available; (ii) the beneficial Shareholder cannot complete the procedure for book-entry transfer of the Common Shares on a timely basis; or (iii) the certificate(s), DRS Statement(s) and all other required documents cannot be delivered to the Depository and Information Agent at or prior to the Expiry Time at the office specified herein, such Shareholder may deposit its Common Shares according to the guaranteed delivery procedure set out in Section 3 of the Offer to Purchase, “*Manner of Acceptance — Procedure for Guaranteed Delivery*” by using the accompanying Notice of Guaranteed Delivery. See Instruction 2 of this Letter of Transmittal, “*Procedure for Guaranteed Delivery*”.

The terms and conditions of the Offer are incorporated by reference into, and form part of, this Letter of Transmittal. Terms used but not defined in this Letter of Transmittal which are defined in

the Glossary to the Offer and Circular have the respective meanings ascribed thereto in the accompanying Offer and Circular. The Offer and Circular contain important information, and Shareholders are urged to read the Offer and Circular in its entirety.

All dollar references in this Letter of Transmittal refer to Canadian dollars. **All cash payments under the Offer will be made in Canadian dollars.**

If you are a U.S. Shareholder (as defined below in Block D), you must complete a Form W-9, or the applicable Form W-8. See Instruction 8 below.

Shareholders should carefully consider the income tax consequences of accepting the Offer and depositing the Common Shares to the Offer. Certain tax considerations are discussed in Section 18 of the Circular, "*Certain Canadian Federal Income Tax Considerations*" and Section 19 of the Circular, "*Certain United States Federal Income Tax Considerations*". All Shareholders are urged to consult their own tax and legal advisors as to the application of Canadian, United States or other income tax laws, as applicable, to their particular circumstances.

Shareholders should contact the Depositary and Information Agent or a broker or dealer for assistance in accepting the Offer and in depositing Common Shares with the Depositary and Information Agent. Shareholders whose Common Shares are registered in the name of an Intermediary should immediately contact that Intermediary for assistance in depositing their Common Shares if they wish to accept the Offer, in order to take the necessary steps to be able to deposit such Common Shares under the Offer. Intermediaries have likely established tendering cut-off times that are prior to the Expiry Time. Shareholders must instruct their Intermediaries promptly if they wish accept the Offer.

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET OUT ON THE LAST PAGE OF THIS LETTER OF TRANSMITTAL WILL NOT CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY AND INFORMATION AGENT. YOU MUST SIGN THIS LETTER OF TRANSMITTAL IN THE APPROPRIATE SPACE PROVIDED BELOW. IN ADDITION, ALL SHAREHOLDERS MUST COMPLETE BLOCK D AND SHOULD COMPLETE AND SUBMIT EITHER AN IRS FORM W-9 OR THE APPROPRIATE IRS FORM W-8 IF THEY ARE A U.S. SHAREHOLDER. SEE INSTRUCTION 8.

The undersigned hereby deposits with the Offeror, on the terms and subject to the conditions of the Offer, as described in the Offer and Circular, and this Letter of Transmittal, receipt of which is hereby acknowledged, the Common Shares listed below pursuant to the procedures set out in Section 3 of the Offer to Purchase, "*Manner of Acceptance – Letter of Transmittal*".

DESCRIPTION OF COMMON SHARES DEPOSITED UNDER THE OFFER (Please print or type. If space is insufficient, please attach a list to this Letter of Transmittal in the form below.)
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Certificate Number(s) or DRS Holder IDs (if available)*	Name(s) in which Common Shares are Registered (please fill in exactly as name(s) appear(s) on certificate(s) or DRS Statement(s)**	Number of Common Shares Represented by Certificate or DRS Statement***	Number of Common Shares Deposited**
	Total:		

* A certificate number does not need to be provided if the Common Shares are represented by a DRS Statement. The Direct Registration System (DRS) is a system that allows shares to be held in book-entry form without having a physical share certificate issued as evidence of ownership. Instead, shares are held and registered electronically in the record systems of an issuer's transfer agent, which can be confirmed in the DRS Statement.

** If Common Shares are registered in different forms (e.g., "John Doe" and "J. Doe"), a separate Letter of Transmittal should be submitted for each different registered Shareholder. See Instruction 3 of this Letter of Transmittal, "*Signatures*".

*** Unless otherwise indicated, the total number of Common Shares evidenced by all certificate(s) or DRS Statement(s) delivered will be deemed to have been deposited. See Instruction 7 of this Letter of Transmittal, "*Partial Deposits*".

The undersigned hereby acknowledges that the acceptance of the Offer pursuant to the procedures set out herein constitutes a binding agreement between the undersigned depositing Shareholder and the Offeror, effective immediately following the time at which the Offeror takes up the Common Shares deposited by the undersigned, in accordance with the terms and conditions of the Offer and this Letter of Transmittal.

The undersigned depositing Shareholder hereby represents and warrants that:

- (a) the person signing this Letter of Transmittal has received the Offer and Circular;
- (b) the person signing this Letter of Transmittal has full power and authority to deposit, sell, assign and transfer the deposited Common Shares and all rights and benefits arising from such deposited Common Shares, including, without limitation, any Distributions;

- (c) the person signing this Letter of Transmittal owns the deposited Common Shares and any Distributions deposited under the Offer;
- (d) the deposited Common Shares and Distributions have not been sold, assigned or transferred, nor has any agreement been entered into to sell, assign or transfer any of the deposited Common Shares or Distributions, to any other person;
- (e) the deposit of the deposited Common Shares and Distributions complies with applicable Law;
- (f) all information inserted by the undersigned into this Letter of Transmittal is complete, true and accurate; and
- (g) when the deposited Common Shares are taken up and paid for by the Offeror, the Offeror will acquire good title thereto (and to any Distributions), free and clear of all security interests, liens, restrictions, charges, encumbrances, claims and rights of others.

The foregoing representations and warranties shall survive the completion of the Offer and the delivery to the Depositary and Information Agent of the Common Shares deposited under the Offer and any applicable Distributions.

IN CONSIDERATION OF THE OFFER AND FOR VALUE RECEIVED, on the terms and subject to the conditions set out in the Offer and in this Letter of Transmittal, subject only to withdrawal rights set out in the Offer, the undersigned irrevocably accepts the Offer for and in respect of the deposited Common Shares and (unless deposit is made pursuant to the procedure for book-entry transfers) delivers to the Offeror the enclosed certificate(s), DRS Statement(s) or other evidence representing the deposited Common Shares and, on and subject to the terms and conditions of the Offer, deposits, sells, assigns and transfers the deposited Common Shares and all rights and benefits arising from such deposited Common Shares, including, without limitation, any Distributions.

The undersigned acknowledges that under certain circumstances the Offeror may, among other things: (i) vary the terms of the Offer, including, without limitation, by extending or abridging the period during which Common Shares may be deposited under the Offer where permitted by Law (see Section 5 of the Offer to Purchase, "*Extension, Variation or Change in the Offer*"); or (ii) make such adjustments as it considers appropriate to the purchase price and other terms of the Offer (including, without limitation, the type of securities offered to be purchased and the amount payable therefor) to reflect any division, combination, reclassification, consolidation, conversion, issuance, grant, sale or other change in the capitalization of O3 (see Section 9 of the Offer to Purchase, "*Changes in Capitalization; Adjustments; Liens*"). In addition, the undersigned acknowledges that if, on or after the date of the Offer, O3 should declare, set aside or pay any dividend or declare, make or pay any other distribution or payment on or declare, allot, reserve or issue any securities, rights or other interests with respect to any Common Share, which is or are payable or distributable to Shareholders on a record date prior to the date of transfer into the name of the Offeror or its intermediary or transferee on the securities register maintained by or on behalf of O3 in respect of Common Shares accepted for purchase under the Offer, then (and without prejudice to its rights under Section 4 of the Offer to Purchase, "*Conditions of the Offer*"): (i) in the case of any such cash dividends, distributions or payments that in an aggregate amount do not exceed the purchase price per Common Share payable, the purchase price per Common Share payable by the Offeror pursuant to the Offer will be reduced by the amount of any such

dividend, distribution or payment; and (ii) in the case of any such cash dividends, distributions or payments that in an aggregate amount exceeds the purchase price per Common Share payable by the Offeror pursuant to the Offer, or in the case of any non-cash dividend, distribution, payment, securities, property, rights, assets or other interests, the whole of any such dividend, distribution, payment, securities, property, rights, assets or other interests (and not simply the portion that exceeds the purchase price per Common Share payable by the Offeror under the Offer), the amount of any excess will be received and held by the depositing Shareholder for the account of the Offeror and will be promptly remitted and transferred by the depositing Shareholder to the Depositary and Information Agent for the account of the Offeror, accompanied by appropriate documentation of transfer (see Section 9 of the Offer to Purchase, "*Changes in Capitalization; Adjustments; Liens*"). The Offeror will be entitled to deduct from the cash consideration payable by the Offeror under the Offer the amount or value thereof, as determined by the Offeror in its sole discretion.

The undersigned hereby irrevocably constitutes and appoints, effective at and after the Effective Time, each director and officer of the Offeror, and any other person designated by the Offeror in writing, as the true and lawful agent, attorney, attorney-in-fact and proxy of the holder of the Deposited Common Shares (which Deposited Common Shares upon being taken up are, together with any Distributions thereon, hereinafter referred to as the "**Purchased Securities**") with respect to such Purchased Securities, with full power of substitution (such powers of attorney, being coupled with an interest, being irrevocable), in the name of and on behalf of the undersigned:

- (a) to register or record the transfer and/or cancellation of such Purchased Securities, to the extent consisting of securities, on the appropriate securities registers maintained by or on behalf of O3;
- (b) for so long as any such Purchased Securities are registered or recorded in the name of the undersigned, to exercise any and all rights of the undersigned as a Shareholder, including, without limitation, the right to vote, to execute and deliver (provided the same is not contrary to applicable Law), as and when requested by the Offeror, any and all instruments of proxy, authorizations or consents in form and on terms satisfactory to the Offeror in respect of any or all Purchased Securities, to revoke any such instruments, authorizations or consents given prior to or after the Effective Time, and to designate in any such instruments, authorizations or consents any person or persons as the proxyholder of such Shareholder in respect of such Purchased Securities for all purposes, including, without limitation, in connection with any meeting or meetings (whether annual, special or otherwise, or any postponements or adjournments thereof, including, without limitation, any meeting to consider a Subsequent Acquisition Transaction) of holders of relevant securities of O3;
- (c) to execute, endorse and negotiate, for and in the name of and on behalf of the undersigned, any and all cheques or other instruments representing any Distributions payable to or to the order of, or endorsed in favour of, the undersigned;
- (d) to exercise any other rights of a Shareholder with respect to such Purchased Securities, all as set out in this Letter of Transmittal; and

- (e) execute all such further and other documents, instruments, transfers or other assurances as may be necessary or desirable in the sole judgment of the Offeror to effectively convey the Purchased Securities to the Offeror.

The undersigned accepting the Offer under the terms of this Letter of Transmittal (including by book-entry transfer) hereby revokes any and all other authority, whether as agent, attorney-in-fact, attorney, proxy or otherwise, previously conferred or agreed to be conferred by the undersigned at any time with respect to the deposited Common Shares or any Distributions. The undersigned hereby agrees that no subsequent authority, whether as agent, attorney-in-fact, attorney, proxy or otherwise will be granted with respect to the deposited Common Shares or any Distributions by or on behalf of the undersigned unless the Deposited Common Shares are not taken up and paid for under the Offer or are withdrawn in accordance with Section 7 of the Offer to Purchase, "*Withdrawal of Deposited Common Shares*".

The undersigned accepting the Offer under the terms of this Letter of Transmittal (including by book-entry transfer) also hereby agrees not to vote any of the Purchased Securities at any meeting (whether annual, special or otherwise or any postponements or adjournments thereof, including, without limitation, any meeting to consider a Subsequent Acquisition Transaction) of holders of relevant securities of O3 and, except as may otherwise be agreed with the Offeror, not to exercise any of the other rights or privileges attached to the Purchased Securities, and agrees to execute and deliver to the Offeror any and all instruments of proxy, authorizations or consents in respect of all or any of the Purchased Securities, and agrees to designate or appoint in any such instruments of proxy, authorizations or consents, the person or persons specified by the Offeror as the proxy or the proxy nominee or nominees of the holder of the Purchased Securities. Upon such appointment, all prior proxies and other authorizations (including, without limitation, all appointments of any agent, attorney or attorney-in-fact) or consents given by the holder of such Purchased Securities with respect thereto will be revoked and no subsequent proxies or other authorizations or consents may be given by such person with respect thereto.

The undersigned covenants under the terms of this Letter of Transmittal (including by book-entry transfer) to execute, upon request of the Offeror, any additional documents, transfers and other assurances as may be necessary or desirable to complete the sale, assignment and transfer of the Purchased Securities to the Offeror. Each authority herein conferred or agreed to be conferred is, to the extent permitted by applicable Law, irrevocable and may be exercised during any subsequent legal incapacity of the undersigned and shall, to the extent permitted by applicable Law, survive the death or incapacity, bankruptcy or insolvency of the undersigned and all obligations of the undersigned herein shall be binding upon the heirs, executors, administrators, attorneys, personal representatives, successors and assigns of the undersigned.

The Depositary and Information Agent will act as the agent of persons who have deposited Common Shares in acceptance of the Offer for the purposes of receiving payment from the Offeror and transmitting such payment to such persons, and receipt of payment by the Depositary and Information Agent will be deemed to constitute receipt of payment by persons depositing Common Shares under the Offer.

All cash payments under the Offer will be paid in Canadian dollars.

Settlement with each Shareholder who has validly deposited (and not withdrawn) Common Shares under the Offer will be made by the Depositary and Information Agent issuing or causing to be issued a wire transfer or cheque (except for payments in excess of \$25 million, which will be made by wire transfer, as set out in this Letter of Transmittal) payable in Canadian funds in

the amount to which the person depositing Common Shares is entitled. Unless otherwise directed by this Letter of Transmittal, the wire transfer or cheque will be issued in the name of the registered holder of the Common Shares so deposited. Unless the person depositing the Common Shares makes specific alternative arrangements with the Depository and Information Agent, the cheque will be forwarded by first class mail or courier to such person at the address specified in this Letter of Transmittal. If no such address is specified, the cheque will be sent to the address of the registered holder as shown on the securities register maintained by or on behalf of O3 in respect of the Common Shares. Subject to Section 11 of the Offer to Purchase, "*Mail Service Interruption*", cheques mailed in accordance with this paragraph will be deemed to be delivered at the time of mailing. Pursuant to applicable Law, the Offeror may, in certain circumstances, be required to make withholdings from the amount otherwise payable to a Shareholder.

The undersigned further understands and acknowledges that under no circumstances will interest accrue or any amount be paid by the Offeror or the Depository and Information Agent to persons depositing Common Shares by reason of any delay in making payments for Common Shares to any person on account of Common Shares accepted for payment under the Offer.

Pursuant to rules of the Canadian Payments Association, a \$25 million ceiling has been established on cheques, bank drafts and other paper-based payments processed through Canada's clearing system. As a result, any payment to the undersigned in excess of \$25 million will be effected by the Depository and Information Agent by wire transfer in accordance with the Lynx Rules established by the Canadian Payments Association. Accordingly, settlement with the undersigned involving a payment in excess of \$25 million, if applicable, will be made only in accordance with wire transfer instructions provided by the undersigned to the Depository and Information Agent in writing. In the event wire transfer instructions are required as set out above, the Depository and Information Agent will contact the undersigned promptly following the Expiry Time for purposes of obtaining wire transfer instructions. Any delay in payment by the Depository and Information Agent resulting from the provision by the undersigned of wire transfer instructions will not entitle the undersigned to interest or other compensation in addition to the amounts to which the undersigned is entitled pursuant to the Offer.

The Offer is being made only for Common Shares and not for any Convertible Securities (including, without limitation, Options, Warrants, DSUs and RSUs). Holders of Convertible Securities who wish to accept the Offer must, to the extent permitted by the terms of the Convertible Security and applicable Laws, convert, exchange or exercise the Convertible Securities in order to obtain certificate(s), DRS Statement(s) or other evidence representing Common Shares and validly deposit those Common Shares in accordance with the terms of the Offer. Any such conversion, exchange or exercise must be completed sufficiently in advance of the Expiry Time to ensure that the holder of such Convertible Security or Convertible Securities will have the certificate(s), DRS Statement(s) or other evidence representing the Common Shares received on such conversion, exchange or exercise available for deposit at or prior to the Expiry Time, or in sufficient time to comply with the procedures referred to in Section 3 of the Offer to Purchase, "*Manner of Acceptance – Procedure for Guaranteed Delivery*".

Whether or not the Offer is consummated, the Offeror will indemnify and hold harmless the undersigned, its affiliates and its officers, directors, employees, agents and controlling persons, as applicable, from and against any and all losses, claims, damages, liabilities and reasonable expenses, joint or several, to which any such indemnified persons may become subject arising out of or in connection with any claim, litigation, investigation or proceeding that is commenced against such indemnified persons with respect to this Letter of Transmittal, the Offer or the transactions contemplated hereby and thereby, and will reimburse such indemnified persons for

any reasonable legal or other reasonable out-of-pocket expenses as they are incurred in connection with investigating, responding to or defending any of the foregoing, provided that the foregoing indemnification will not, as to such indemnified persons, apply to losses, claims, damages, liabilities or expenses to the extent (i) that they are finally judicially determined to have resulted from bad faith, a breach of law, gross negligence or willful misconduct on the part of such indemnified persons or (ii) that they have resulted from a material breach of the obligations of such indemnified persons under this Letter of Transmittal, the Offer or the transactions contemplated hereby or thereby. The Offeror also agrees that no such indemnified persons shall have any liability based on their negligence or otherwise to the Offeror, any person asserting claims on behalf of or in right of any of the Offeror, or any other person in connection with or as a result of this Letter of Transmittal, the Offer or the transactions contemplated hereby and thereby, except as to such indemnified persons to the extent (i) that any losses, claims, damages, liability or expenses incurred by such indemnified persons are finally judicially determined to have resulted from bad faith, gross negligence or willful misconduct on the part of such indemnified persons or (ii) that they have resulted from a material breach of the obligations of such indemnified persons under this Letter of Transmittal, the Offer or the transactions contemplated hereby or thereby; provided, however, that in no event shall such indemnified persons or such other parties have any liability for any indirect, consequential or punitive damages in connection with or as a result of any of their activities related to the foregoing. The indemnity and reimbursement obligations of the Offeror under Letter of Transmittal shall be in addition to any liability that the Offeror may otherwise have to any such indemnified persons and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Offeror and such indemnified persons.

The tax consequences to holders of Convertible Securities of converting, exchanging or exercising such Convertible Securities are not described in Section 18 of the Circular, “Certain Canadian Federal Income Tax Considerations” or in Section 19 of the Circular, “Certain United States Federal Income Tax Considerations”. Holders of Convertible Securities should consult their tax advisors for advice with respect to potential income tax consequences to them in connection with the decision as to whether to convert, exchange or exercise their Convertible Securities.

Any Deposited Common Shares that are not taken up and paid for by the Offeror pursuant to the terms and conditions of the Offer for any reason will be returned, at the Offeror’s expense, to the depositing Shareholder as soon as practicable after the Expiry Time or withdrawal of the Offer, by either: (i) sending certificate(s), DRS Statement(s) or other evidence representing the Common Shares not purchased by first-class insured mail or courier to the address of the depositing Shareholder specified in this Letter of Transmittal or, if such name or address is not so specified, in such name and to such address as shown on the securities register maintained by or on behalf of O3 in respect of the Common Shares; or (ii) in the case of Common Shares deposited by book-entry transfer of such Common Shares pursuant to the procedures set out in Section 3 of the Offer to Purchase, “*Manner of Acceptance – Acceptance by Book-Entry Transfer*”, such Common Shares will be credited to the depositing holder’s account maintained with CDS.

Shareholders will not be required to pay any fee or commission if they accept the Offer by depositing their Common Shares directly with the Depository and Information Agent. However, an Intermediary through which a Shareholder owns Common Shares may charge a fee to tender any such Common Shares on behalf of the Shareholder. Shareholders should consult such Intermediary to determine whether any charges will apply. Shareholders should contact the Depository and Information Agent or a broker or dealer for assistance in accepting the Offer and depositing their Common Shares with the Depository and Information Agent.

All questions as to the validity, form, eligibility (including, without limitation, timely receipt) and acceptance of any Common Shares deposited pursuant to the Offer will be determined by the Offeror in its sole discretion. Depositing Shareholders agree that such determination shall be final and binding. The Offeror reserves the absolute right to reject any and all deposits which it determines not to be in proper form or which may be unlawful to accept under the Laws of any applicable jurisdiction. The Offeror reserves the absolute right to waive any defects or irregularities in any deposit of any Common Shares. There shall be no duty or obligation on the Offeror, the Depositary and Information Agent, or any other person to give notice of any defects or irregularities in any deposit and no liability shall be incurred by any of them for failure to give any such notice. The Offeror's interpretation of the terms and conditions of the Offer, the Circular, the Letter of Transmittal, the Notice of Guaranteed Delivery and any other related documents will be final and binding. The Offeror reserves the right to permit the Offer to be accepted in a manner other than that set out in Section 3 of the Offer to Purchase, "*Manner of Acceptance*".

By reason of the use by the undersigned of an English language form of Letter of Transmittal, the undersigned shall be deemed to have required that any contract evidenced by the Offer as accepted through this Letter of Transmittal, as well as all documents related thereto, be drawn exclusively in the English language. *En raison de l'usage d'une lettre d'envoi en langue anglaise par le soussigné, le soussigné est réputé avoir requis que tout contrat attesté par l'offre et son acceptation par cette lettre d'envoi, de même que tous les documents qui s'y rapportent, soient rédigés exclusivement en langue anglaise.*

SHAREHOLDER INFORMATION AND INSTRUCTIONS

Before signing this Letter of Transmittal, please review carefully and complete the following boxes, as appropriate. All cash payments in connection with the Offer will be paid in Canadian dollars via cheque or wire.

BLOCK A PAYMENT INSTRUCTIONS	BLOCK B DELIVERY INSTRUCTIONS
ISSUE PAYMENT IN THE NAME OF: (please print or type)	SEND PAYMENT TO (unless Block C is checked): (please print or type)
PLEASE COMPLETE BLOCK F FOR WIRE PAYMENT INSTRUCTIONS	<input type="checkbox"/> Same as address in Block A or to:
_____ (Name)	_____ (Name)
_____ (Street Address and Number)	_____ (Street Address and Number)
_____ (Country and Postal/Zip Code)	_____ (Country and Postal/Zip Code)
_____ (Telephone – Business Hours)	_____ (Telephone – Business Hours)
	_____ (Email)

BLOCK C NOTICE OF GUARANTEED DELIVERY
<input type="checkbox"/> CHECK HERE IF COMMON SHARES ARE BEING DEPOSITED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND INFORMATION AGENT AND COMPLETE THE FOLLOWING: (please print or type)
Name of Registered Holder: _____
Date of Execution of Notice of Guaranteed Delivery: _____
Name of Institution which Guaranteed Delivery: _____

BLOCK D
STATUS AS U.S. SHAREHOLDER
(See Instruction 8)

INDICATE WHETHER YOU ARE A U.S. SHAREHOLDER OR ARE ACTING ON BEHALF OF A U.S. SHAREHOLDER:

- The Person signing as Shareholder or Authorized Representative in Block E represents that it is not a U.S. Shareholder and is not acting on behalf of a U.S. Shareholder.
- The Person signing as Shareholder or Authorized Representative in Block E is a U.S. Shareholder or is acting on behalf of a U.S. Shareholder.

A “**U.S. Shareholder**” is any Shareholder that is either (A) a Person whose address (as it appears on the register of Shareholders of O3) is located within the United States or any territory or possession thereof or who provides an address in Block A or Block B above that is located within the United States or any territory or possession thereof, or (B) a U.S. Person for U.S. federal income tax purposes (as further described in Instruction 8).

If you are a U.S. Shareholder or are acting on behalf of a U.S. Shareholder, then to avoid backup withholding you must complete the Internal Revenue Service (“**IRS**”) Form W-9, enclosed herewith, or otherwise provide certification that you are exempt from backup withholding, as provided in Instruction 8, “*U.S. Shareholders and Backup Withholding*.” If you are a U.S. Shareholder but you are not a U.S. Person for U.S. federal tax purposes or are not acting on behalf of such a U.S. Person, then you must complete the appropriate IRS Form W-8 to avoid backup withholding. If you require an IRS Form W-8, please contact the Depository and Information Agent. Such form is also available on the IRS website at www.irs.gov.

SHAREHOLDER SIGNATURE

By signing below, the undersigned expressly agrees to the terms and conditions set out herein.

This Letter of Transmittal must be signed below by the registered Shareholder(s) exactly as name(s) appear(s) on the certificates or DRS Statements representing the deposited Common Shares, or by person(s) authorized to become registrant holder(s) by certificate(s) or DRS Statement(s) and documents transmitted herewith, or, pursuant to Instruction 5 of this Letter of Transmittal, by a fiduciary or authorized representative.

BLOCK E SIGNATURE GUARANTEE	
Signature guaranteed by (if required under Instruction 3):	Dated: _____
_____ Authorized Signature of Guarantor	_____ Signature of Shareholder or Authorized Representative (See Instructions 2, 3 and 4)
_____ Name of Guarantor (please print or type)	_____ Name of Shareholder or Authorized Representative (please print or type)
_____ Address or Guarantor (please print or type)	_____ Daytime telephone number and facsimile number of Shareholder or Authorized Representative
	_____ Tax Identification, Social Insurance or Social Security Number
	_____ Address
	_____ Email Address

INSTRUCTIONS

1. Use of Letter of Transmittal

- (a) This Letter of Transmittal, properly completed and duly executed, with the signature(s) guaranteed if required by Instructions 3 and 4 set out herein, together with the certificate(s), DRS Statement(s) or other evidence representing the deposited Common Shares (or, in the case of Common Shares deposited by book-entry transfer, a Book-Entry Confirmation for the Common Shares) and all other documents required by the terms of the Offer and this Letter of Transmittal must be physically received by the Depository and Information Agent at its office in Toronto, Ontario specified in this Letter of Transmittal at or prior to the Expiry Time, unless the Offer is extended or withdrawn or unless the procedure for guaranteed delivery set out in Instruction 2 set out herein is used.
- (b) The method of delivery of certificate(s), DRS Statement(s) or other evidence representing Common Shares, this Letter of Transmittal, the Notice of Guaranteed Delivery and all other required documents is at the option and risk of the person depositing such documents. In the event of a mail service disruption as a result of, among other reasons for delay, a postal strike or related matter, the Offeror recommends that such documents be delivered by hand to the Depository and Information Agent or a courier service be used. If documents are mailed to the Depository and Information Agent, the Offeror recommends that a courier service or registered mail, with return receipt requested, be used and that proper insurance be obtained. It is suggested that any such delivery or mailing be made sufficiently in advance of the Expiry Time to permit delivery to the Depository and Information Agent at or prior to the Expiry Time. Delivery will only be effective upon actual physical receipt by the Depository and Information Agent. If the Common Shares are held in DRS Statements, Shareholders may also email deposits to the email address of the Depository and Information Agent at the back of this Letter of Transmittal. Holders that wish to deposit in person, are urged to contact the Depository Agent to arrange for hand delivery. Holders of DRS Statements may email their deposit to the address at the back of this Letter of Transmittal.
- (c) Shareholders whose Common Shares are registered in the name of an Intermediary may not use this Letter of Transmittal. Such Shareholders should immediately contact that Intermediary for assistance in depositing their Common Shares if they wish to accept the Offer, in order to take the necessary steps to be able to deposit such Common Shares under the Offer. Intermediaries have likely established tendering cut-off times that are prior to the Expiry Time. Beneficial Shareholders may accept the Offer by following the procedures for book-entry transfer of Common Shares set out in Section 3 of the Offer to Purchase, "*Manner of Acceptance – Acceptance by Book-Entry Transfer*". Shareholders must instruct their Intermediaries promptly if they wish to accept the Offer.

2. Procedure for Guaranteed Delivery

As set out in Section 3 of the Offer to Purchase, "*Manner of Acceptance – Procedure for Guaranteed Delivery*", if (a) a registered Shareholder wishes to deposit Common Shares pursuant to the Offer and: (i) the certificate(s), DRS Statement(s) or other evidence representing such Common Shares is (are) not immediately available, or (ii) the certificate(s), DRS Statement(s)

and all other required documents cannot be delivered to the Depository and Information Agent at or prior to the Expiry Time, or (b) a beneficial Shareholder cannot complete the procedure for book-entry transfer of the Common Shares on a timely basis (e.g., if such Shareholder's Common Shares are held in a restricted portfolio at a broker or financial institution), such Common Shares may nevertheless be deposited under the Offer provided that all of the following conditions are met:

- (a) the deposit is made by or through an Eligible Institution;
- (b) a properly completed and executed Notice of Guaranteed Delivery (printed on PINK paper) in the form accompanying the Offer to Purchase, including the guarantee of delivery by an Eligible Institution in the form set out in the Notice of Guaranteed Delivery, is received by the Depository and Information Agent at its office in Toronto, Ontario specified in the Notice of Guaranteed Delivery at or prior to the Expiry Time, or in the case of a book-entry transfer, through the use of CDSX online guaranteed delivery mechanism; and
- (c) the certificate(s), DRS Statement(s) or other evidence representing all Deposited Common Shares, in proper form for transfer together with this Letter of Transmittal, properly completed and duly executed as required by the instructions set out in this Letter of Transmittal (including signature guarantee if required), or, in the case of a book-entry transfer, a Book-Entry Confirmation with respect to such Deposited Common Shares and all other documents required by the terms of the Offer and this Letter of Transmittal are received by the Depository and Information Agent at its office in Toronto, Ontario specified in this Letter of Transmittal prior to 5:00 p.m. (Toronto time) on the second trading day on the TSXV after the Expiry Time.

The physical Notice of Guaranteed Delivery must be delivered by hand, courier, e-mailed (with original to follow) or mailed to the Depository and Information Agent at its office in Toronto, Ontario at the address indicated in the Notice of Guaranteed Delivery at or prior to the Expiry Time and must include a guarantee by an Eligible Institution in the form set out in the Notice of Guaranteed Delivery. Delivery of the Notice of Guaranteed Delivery and the Letter of Transmittal and accompanying certificate(s), DRS Statement(s) representing Common Shares and all other required documents to an address or e-mail address other than those specified in the Notice of Guaranteed Delivery does not constitute delivery for purposes of satisfying a guaranteed delivery. Online guaranteed delivery entries on the CDSX system must also be completed by the Expiry Time and a Book-Entry Confirmation for the Deposited Common Shares received from CDS. Settlement of Deposited Common Shares for electronic online guaranteed deliveries in CDSX must be fulfilled through a book-entry transfer of such Deposited Common Shares prior to 5:00 p.m. (Toronto time) on the second trading day on the TSXV after the Expiry Time. For greater certainty, online guaranteed deliveries deposited through the use of CDSX online guaranteed delivery mechanism may only be satisfied through the book-entry transfer process into the Depository and Information Agent's account with CDS outlined below and NOT by deposit of physical certificate(s) or DRS statement(s). Intermediaries must closely follow the instructions and timelines provided by CDS.

An "**Eligible Institution**" means a Canadian Schedule I chartered bank, or an eligible guarantor institution with membership in an approved Medallion signature guarantee program, a member of the Securities Transfer Agents Medallion Program (STAMP), a member of the Stock Exchanges

Medallion Program (SEMP) or a member of the New York Stock Exchange Medallion Signature Program (MSP).

3. Signatures

This Letter of Transmittal must be completed and executed by the Shareholder accepting the Offer described above or by such Shareholder's duly authorized representative (in accordance with Instruction 5 below).

- (a) If this Letter of Transmittal is signed by the registered holder(s) of the accompanying certificate(s) or DRS Statement(s), such signature(s) in this Letter of Transmittal must correspond exactly with the name(s) as registered or as written on the face of such certificate(s) or DRS Statement(s) without any change whatsoever, and the certificate(s) or DRS Statement(s) need not be endorsed. If such certificate(s) or DRS Statement(s) is (are) owned of record by two or more joint holders, all such holders must sign this Letter of Transmittal.
- (b) If deposited Common Shares are registered in different forms (e.g., "John Doe" and "J. Doe"), a separate Letter of Transmittal should be signed for each different registration.
- (c) Notwithstanding Instruction 3(a) above, if this Letter of Transmittal is signed by a person other than the registered owner(s) of the Common Shares represented by the certificate(s) or DRS Statement(s) deposited herewith, or if the Common Shares not purchased are to be returned to a person other than such registered owner(s) or sent to an address other than the address of the registered owner(s) as shown on the registers of O3, or if payment is to be issued in the name of a person other than the registered owner(s) of the Common Shares being deposited:
 - (i) the certificate(s) or DRS Statement(s) must be endorsed or be accompanied by an appropriate share transfer power of attorney duly and properly completed by the registered holder, with the signature on the endorsement panel or share transfer power of attorney guaranteed by an Eligible Institution; and
 - (ii) such signature(s) must be guaranteed by an Eligible Institution or in some other manner acceptable to the Depository and Information Agent (except that no guarantee is required for the signature of a depositing Shareholder which is an Eligible Institution).

4. Guarantee of Signatures

The signature(s) on this Letter of Transmittal must be guaranteed by an Eligible Institution or in some other manner acceptable to the Depository and Information Agent (except that no guarantee is required for the signature of a depositing Shareholder which is an Eligible Institution) if it is signed by a person other than the registered owner(s) of the Common Shares being deposited hereunder, or if the Common Shares not purchased are to be returned to a person other than such registered owner(s) or sent to an address other than the address of the registered owner(s) as shown on the registers of O3, or if payment is to be issued in the name of a person other than the registered owner(s) of the Common Shares being deposited.

5. Fiduciaries, Representatives and Authorizations

Where this Letter of Transmittal or any certificate(s), DRS Statement(s) or other evidence representing deposited Common Shares or share transfer power of attorney is executed by a person on behalf of an executor, administrator, trustee, guardian, or on behalf of a corporation, partnership or association or is executed by any other person acting in a representative or fiduciary capacity, such person should so indicate when signing and this Letter of Transmittal must be accompanied by satisfactory evidence of such person's authority to act. Either the Offeror or the Depositary and Information Agent, at its sole discretion, may require additional evidence of authority or additional documentation.

6. Delivery Instructions

In all cases, either Block "A" or Block "B" should be completed. If those boxes are not completed, then the cash consideration payable for the deposited Common Shares (or the certificate(s) in respect of the deposited Common Shares if the Offer is not completed) will be mailed to the address as shown on the list of Shareholders provided to the Offeror.

7. Partial Deposits

If less than the total number of Common Shares evidenced by any certificate(s), DRS Statement(s) or other evidence submitted is to be deposited, fill in the number of Common Shares to be deposited in the appropriate space in Box 1, entitled "Description of Common Shares Deposited under the Offer" in this Letter of Transmittal. In such case, new certificate(s), DRS Statement(s) or other evidence for the number of Common Shares not deposited will be sent to the registered holder as soon as practicable after the Expiry Time (unless such holder completes Block "B" in this Letter of Transmittal). The total number of Common Shares evidenced by all certificate(s), DRS Statement(s) or other evidence delivered will be deemed to have been deposited unless otherwise indicated. Note that this Instruction is not applicable to holders who deposit their Common Shares by book-entry transfer.

8. Important Tax Information for U.S. Shareholders

The following does not constitute a summary of the tax consequences with respect to the disposition of Common Shares pursuant to the Offer. Shareholders should review the Circular and consult their own tax advisors having regard to their own particular circumstances to determine the particular tax consequences to them of a disposition of Common Shares pursuant to the Offer.

In order to avoid "backup withholding" of United States income tax on the gross amounts paid to a Shareholder with respect to Purchased Securities, a Shareholder that is a U.S. Shareholder (as defined above in Block D) must generally provide the person's correct taxpayer identification number ("**TIN**") on the IRS Form W-9 below and certify, under penalties of perjury, that such number is correct, that such U.S. Shareholder is not subject to backup withholding, and that such U.S. Shareholder is a U.S. person (including a U.S. resident alien). If the correct TIN is not provided or if any other information is not correctly provided, the gross consideration payable to such Shareholder pursuant to the Offer may be subject to backup withholding, currently at a rate of 24%.

For the purposes of this Letter of Transmittal, a "U.S. person", for United States federal income tax purposes, is (a) an individual citizen or resident of the United States as determined for U.S.

federal income tax purposes, (b) a domestic corporation, domestic partnership, or other entity classified as a domestic corporation or domestic partnership for U.S. federal income tax purposes, (c) an estate if the income of such estate is subject to United States federal income tax regardless of the source of such income, (d) a trust if (i) such trust has validly elected to be treated as a U.S. person for United States federal income tax purposes or (ii) a United States court is able to exercise primary supervision over the administration of such trust and one or more U.S. persons have the authority to control all substantial decisions of such trust, or (e) a partnership, limited liability company or other entity classified as a partnership for United States tax purposes that is created or organized in or under the laws of the United States or any state in the United States, or the District of Columbia.

Backup withholding is not an additional United States income tax. Rather, the United States income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If backup withholding results in an overpayment of taxes, a refund may be obtained provided that the required information is timely furnished to the IRS. The Depository and Information Agent cannot refund amounts withheld by reason of backup withholding.

Certain persons (including, among others, corporations, certain “not-for-profit” organizations, and certain non-U.S. persons) are not subject to backup withholding. To prevent possible erroneous backup withholding, an exempt holder must enter its correct TIN in the IRS Form W-9, specify its “exempt payee code” and “exemption from FATCA reporting code”, as applicable, in the “Exemptions” box of the IRS Form W-9 in accordance with the instructions of IRS Form W-9, and sign, date and return the IRS Form W-9. A U.S. Shareholder should consult his or her own tax advisor as to their qualification for an exemption from backup withholding and the procedure for obtaining such exemption.

The U.S. person’s TIN is generally such person’s social security number (for individuals) or its U.S. federal employer identification number. The U.S. person is required to furnish the TIN of the registered owner of the Shares.

If a U.S. Shareholder has not been issued a TIN, and has applied for one or intends to apply for one in the near future, such U.S. Shareholder may complete the IRS Form W-9 by writing “Applied For” in the space for the TIN in Part 1 of the IRS Form W-9. If a U.S. Shareholder does not provide a TIN to the Depository and Information Agent prior to the payment of the consideration with respect to the Purchased Securities, such U.S. Shareholder may be subject to backup withholding, currently at a rate of 24%, in respect of the gross amounts payable to it pursuant to the Offer.

Failure to furnish TIN — If you fail to furnish your correct TIN, you are subject to a penalty of U.S.\$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

If the IRS Form W-9 is not applicable to a U.S. Shareholder because such U.S. Shareholder is not a U.S. person, such U.S. Shareholder should return the appropriate, properly completed and executed, IRS Form W-8 (including, without limitation, IRS Form W-8BEN or IRS Form W-8BEN-E), copies of which are available from the Depository and Information Agent upon request or from the IRS website (www.irs.gov).

A U.S. SHAREHOLDER WHO FAILS TO PROPERLY COMPLETE THE IRS FORM W-9 SET OUT IN THIS LETTER OF TRANSMITTAL OR THE APPROPRIATE IRS FORM W-8 MAY BE SUBJECT TO PENALTIES IMPOSED BY THE IRS AND BACKUP WITHHOLDING OF 24% OF

THE GROSS CONSIDERATION PAYABLE TO SUCH HOLDER PURSUANT TO THE OFFER. BACKUP WITHHOLDING IS NOT AN ADDITIONAL TAX. RATHER, THE TAX LIABILITY OF PERSONS SUBJECT TO BACKUP WITHHOLDING WILL BE REDUCED BY THE AMOUNT OF TAX WITHHELD. IF WITHHOLDING RESULTS IN AN OVERPAYMENT OF TAXES, A REFUND MAY BE OBTAINED BY TIMELY FILING A CLAIM FOR REFUND WITH THE IRS. THE DEPOSITARY AND INFORMATION AGENT CANNOT REFUND AMOUNTS WITHHELD BY REASON OF BACKUP WITHHOLDING.

EACH SHAREHOLDER IS URGED TO CONSULT HIS, HER OR ITS OWN TAX ADVISOR TO DETERMINE WHETHER SUCH HOLDER IS REQUIRED TO FURNISH AN IRS FORM W-9 OR THE APPROPRIATE IRS FORM W-8 OR IS EXEMPT FROM BACKUP WITHHOLDING AND INFORMATION REPORTING.

9. Currency of Payment

All amounts payments under the Offer will be paid in Canadian dollars.

10. Miscellaneous

- (a) If the space in Box 1 of this Letter of Transmittal is insufficient to list all certificates or other evidence for Common Shares, additional certificate numbers and number of securities may be included on a separate signed list affixed to this Letter of Transmittal.
- (b) No alternative, conditional or contingent deposits will be accepted and no fractional Common Shares will be purchased. The depositing Shareholder, by execution of this Letter of Transmittal, waives any right to receive any notice of the acceptance of deposited Common Shares for payment, except as required by applicable Laws.
- (c) The Offer and all contracts resulting from acceptance thereof (including, without limitation, this Letter of Transmittal) shall be governed by and construed in accordance with the Laws of the Province of Ontario and the federal Laws of Canada applicable therein. Each party to any agreement resulting from the acceptance of the Offer unconditionally and irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.
- (d) The Offeror reserves the right to transfer to one or more affiliates of the Offeror the right to purchase all or any portion of the Common Shares deposited pursuant to the Offer, but any such transfer will not relieve the Offeror of its obligations under the Offer and will in no way prejudice the rights of persons depositing Common Shares to receive payment for Common Shares validly deposited and accepted for payment under the Offer.
- (e) In any jurisdiction in which the Offer is required to be made by a licensed broker or dealer, the Offer shall be made on behalf of the Offeror by brokers or dealers licensed under the Laws of such jurisdiction.
- (f) No broker, dealer or other person has been authorized to give any information or make any representation on behalf of the Offeror not contained in the Offer and Circular, and, if given or made, such information or representation must not be

relied upon as having been authorized. No broker, dealer or other person shall be deemed to be the agent of the Offeror or the Depositary and Information Agent for the purposes of the Offer.

- (g) The provisions of the Questions and Answers About the Offer, the Glossary, the Circular, this Letter of Transmittal and the Notice of Guaranteed Delivery accompanying the Offer and Circular, including the instructions contained therein, as applicable, form part of the terms and conditions of the Offer.
- (h) The Offeror, in its sole discretion, shall be entitled to make a final and binding determination of all questions relating to the interpretation of the terms and conditions of the Offer (including, without limitation, the satisfaction or waiver of the conditions of the Offer), the Offer and Circular, this Letter of Transmittal and the Notice of Guaranteed Delivery, the validity of any acceptance of the Offer and the validity of any withdrawals of Common Shares.
- (i) The Offeror reserves the right to waive any defect in acceptance with respect to any particular Common Shares or any particular Shareholder. There shall be no duty or obligation of the Offeror, the Depositary and Information Agent, or any other person to give notice of any defect or irregularity in the deposit of Common Shares or in any notice of withdrawal and, in each case, no liability shall be incurred or suffered by any of them for failure to give such notice.
- (j) The Offer and Circular do not constitute an offer or a solicitation to any person in any jurisdiction in which such offer or solicitation is unlawful. The Offer is not being made to, nor will deposits be accepted from or on behalf of, Shareholders residing in any jurisdiction in which the making or the acceptance of the Offer would not be in compliance with the Laws of such jurisdiction. However, the Offeror may, in the Offeror's sole discretion, take such action as the Offeror may deem necessary to extend the Offer to Shareholders in any such jurisdiction.

11. Lost Certificates

If a certificate representing Common Shares has been lost or destroyed, this Letter of Transmittal should be completed to the extent possible and forwarded, together with a letter describing the loss and a contact telephone number, to the Depositary and Information Agent at its office specified in this Letter of Transmittal. The Depositary and Information Agent will forward a copy to the transfer agent for the Common Shares and such transfer agent will advise the Shareholder of the steps that the Shareholder must take to obtain a replacement certificate for its Common Shares. The foregoing action must be taken sufficiently in advance of the Expiry Time in order to obtain a replacement certificate in sufficient time to permit the Common Shares represented by the replacement certificate to be deposited under the Offer at or prior to the Expiry Time.

12. Assistance

Shareholders should contact the Depositary and Information Agent for assistance in accepting the Offer and in depositing Common Shares with the Depositary and Information Agent. The Depositary and Information Agent, Laurel Hill Advisory Group, can be contacted by telephone toll-free at 1-877-452-7184 within North America and at 1-416-304-0211 outside of North America or by email at assistance@laurelhill.com.

The Depositary and Information Agent for the Offer is Laurel Hill Advisory Group



70 University Avenue, Suite 1440 Toronto, ON M5J 2M4

FOR SHAREHOLDER INQUIRIES

North American Toll Free: 1-877-452-7184

Outside North America: 1-416-304-0211

Email: assistance@laurelhill.com

FOR DEPOSITING SHARES

Email: inquiries@laurelhill.com

Facsimile: 1-416-646-2415

By Mail:

PO Box 370 STN Adelaide Toronto, Ontario M5C 2J5 Canada

By Registered Mail or By Courier:

70 University Avenue, Suite 1440 Toronto, Ontario M5J 2M4 Canada

In light of the expected mail disruption following the Canada Post strike, Registered Shareholders are being urged to deposit via courier or in person, by arranging with the Depositary and Information Agent.