THIS LETTER OF TRANSMITTAL IS FOR USE ONLY IN CONJUNCTION WITH THE PLAN OF ARRANGEMENT INVOLVING: (A) HEADWATER EXPLORATION INC.; (B) TAMARACK VALLEY ENERGY LTD.; (C) TRIBUTARY EXPLORATION INC.; (D) HOLDERS OF COMMON SHARES OF HEADWATER EXPLORATION INC.; AND (E) HOLDERS OF COMMON SHARES OF TAMARACK VALLEY ENERGY LTD.

This Headwater Letter of Transmittal (as defined herein) must be validly completed, duly executed and returned to the Depositary (as defined herein) in a timely basis in accordance with the instructions contained herein (the "Instructions"). The Instructions accompanying this Headwater Letter of Transmittal should be read carefully before completing this Headwater Letter of Transmittal. The Depositary (see back page of this document for address, telephone number and email address) or your broker or other financial advisor can assist you in completing this Headwater Letter of Transmittal.

LETTER OF TRANSMITTAL

with respect to the common shares

of

HEADWATER EXPLORATION INC.

Please read the Instructions set out below and the accompanying joint management information circular of Headwater Exploration Inc. and Tamarack Valley Energy Ltd. dated October 13, 2026 (the "Information Circular") carefully before completing this Headwater Letter of Transmittal.

TO: **TAMARACK VALLEY ENERGY LTD.**
AND TO: **TRIBUTARY EXPLORATION INC.**
AND TO: **HEADWATER EXPLORATION INC.**
AND TO: **ODYSSEY TRUST COMPANY, AS DEPOSITARY (THE "DEPOSITARY")**

This letter of transmittal (this "**Headwater Letter of Transmittal**") is for use by registered holders of common shares (the "**Headwater Shares**") of Headwater Exploration Inc. ("**Headwater**") in connection with the proposed plan of arrangement (the "**Arrangement**") involving Tamarack Valley Energy Ltd. ("**Tamarack**"), Headwater, Tributary Exploration Inc. ("**Tributary**"), holders of Headwater Shares (the "**Headwater Shareholders**") and holders of common shares of Tamarack, all as more particularly described in the Information Circular with respect to the special meeting of Headwater Shareholders to be held on November 18, 2026 to consider, among other things, the Arrangement (the "**Meeting**").

Capitalized terms used but not defined in this Headwater Letter of Transmittal have the respective meanings given to them in the Information Circular. Copies of the Information Circular, Arrangement Agreement and Plan of Arrangement are available under Headwater's SEDAR+ profile at www.sedarplus.ca.

Pursuant to the Plan of Arrangement, all of the issued and outstanding Headwater Shares held by Headwater Shareholders will be acquired by Tamarack and each Headwater Shareholder (other than Dissenting Shareholders) will be entitled to receive, for each Headwater Share held: (i) one (1) new common share of Tamarack (a "**Tamarack Share**", referred to in the Information Circular as a "New Tamarack Share"); (ii) approximately 0.33 of a common share of Tributary (each whole share, a "**Tributary Share**"), being approximately 0.066 of a Tributary Share after giving effect to the five-to-one consolidation of the Tributary Shares completed under the Plan of Arrangement (the "**Tributary Share Consolidation**"); and (iii) approximately 0.20 of a common share purchase warrant of Tributary (each whole warrant, a "**Tributary Arrangement Warrant**"), being approximately 0.04 of a Tributary Arrangement Warrant after giving effect to the Tributary Share Consolidation, with each whole Tributary Arrangement Warrant entitling the holder thereof to acquire one Tributary Share at an exercise price of $2.10 per Tributary Share until 4:30 p.m. (Calgary time) on the date that is 60 calendar days following the Effective Date, after which the Tributary Arrangement Warrants expire. The exact number of Tributary Shares and Tributary Arrangement Warrants deliverable for each Headwater Share will be determined in accordance with the Plan of Arrangement, subject to rounding as described in Instruction 10. The Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants to which a Headwater Shareholder is entitled under the Arrangement are referred to in this Headwater Letter of Transmittal as the "**Consideration**".

For registered Headwater Shareholders, the Depositary or your financial advisor can assist you in completing this Headwater Letter of Transmittal (see the back page of this Headwater Letter of Transmittal for the address, telephone number and email address of the Depositary). In order for a Headwater Shareholder to receive the Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants to which such Headwater Shareholder is entitled pursuant to the Arrangement, the Headwater Shareholder is required to deposit with the Depositary a properly completed and duly executed Headwater Letter of Transmittal, along with any certificate(s), if applicable, representing Headwater Shares held by such Headwater Shareholder and any other documents or instruments reasonably required by the Depositary.

This Headwater Letter of Transmittal is for use by registered Headwater Shareholders only. Beneficial Headwater Shareholders whose Headwater Shares are registered in the name of a broker/intermediary should immediately contact such broker/intermediary for assistance depositing their Headwater Shares.

Certain Headwater Shareholders may not be in possession of certificate(s) representing their Headwater Shares if their entitlements are held electronically by the registrar and transfer agent for the Headwater Shares, Odyssey Trust Company ("**Odyssey**"), via a Direct Registration System (DRS) advice (a "**DRS Advice**"). If a Headwater Shareholder's Headwater Shares are evidenced only by a DRS Advice: (i) the description of the Headwater Shares deposited pursuant to this Headwater Letter of Transmittal should be completed to the best of the ability of the Headwater Shareholder with reference to the details provided in its DRS Advice; (ii) such Headwater Shareholder may contact Odyssey, Headwater's registrar and transfer agent, to provide confirmation of their holdings; and (iii) such Headwater Shareholder will not be required to obtain and deliver certificate(s) representing such Headwater Shares to the Depositary.

Please complete each of the steps set out below in order after carefully reading the Instructions starting on page 19 of this Headwater Letter of Transmittal.

Headwater Shareholders will not receive the DRS Advices representing the Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants to which they are entitled pursuant to the Arrangement until they submit to the Depositary a validly and duly executed and completed Headwater Letter of Transmittal and any certificate(s) representing their Headwater Shares, if applicable, and such other documents and instruments as the Depositary may reasonably require. After doing so, as more particularly described in the Information Circular, such Headwater Shareholders will receive from the Depositary the DRS Advices evidencing the Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants to which they are entitled pursuant to the Arrangement.

IMPORTANT: THE TRIBUTARY ARRANGEMENT WARRANTS EXPIRE AT 4:30 P.M. (CALGARY TIME) ON THE DATE THAT IS 60 DAYS AFTER THE EFFECTIVE DATE. A Headwater Shareholder will not be able to exercise its Tributary Arrangement Warrants until it has deposited this Headwater Letter of Transmittal and received the DRS Advice evidencing those warrants. Headwater Shareholders are therefore urged to deposit this Headwater Letter of Transmittal and any certificate(s) representing their Headwater Shares as soon as possible, and in any event well before the expiry of the Tributary Arrangement Warrants.

From and after the Effective Time, all certificates and/or DRS Advices that represented Headwater Shares immediately prior to the Effective Time will cease to represent any rights with respect to Headwater Shares and will represent only the right to receive, upon deposit thereof with the Depositary, the Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants to which the former holder is entitled under the Arrangement or, in the case of Dissenting Shareholders other than those deemed to have participated in the Arrangement pursuant to the Plan of Arrangement, the fair value of the Headwater Shares represented thereby.

The Effective Date of the Arrangement will occur after all conditions to completion of the Arrangement have been satisfied or waived. Completion of the Arrangement is subject to the satisfaction or waiver of certain conditions. No issuance or delivery of any Tamarack Shares, Tributary Shares or Tributary Arrangement Warrants under the Arrangement will be made prior to the Effective Time.

Headwater Shareholders should be aware that there may be tax considerations applicable to them with respect to the Arrangement under Canadian, United States and other tax laws. Certain of such tax considerations are summarized in the Information Circular; however, such summary is not intended to be legal or tax advice, and Headwater Shareholders should consult their own tax advisors as to the tax consequences to them of the Arrangement with respect to their particular circumstances.

Headwater Shareholders who do not deliver this Headwater Letter of Transmittal and any certificate(s) representing their Headwater Shares, if applicable, and all other required documents to the Depositary on or before the last Business Day before the third (3rd) anniversary of the Effective Date in accordance with this Headwater Letter of Transmittal will lose their right to receive any Tamarack Shares, Tributary Shares or Tributary Arrangement Warrants for their Headwater Shares.

Please note that the delivery of this Headwater Letter of Transmittal, together with your Headwater Share certificate(s), if applicable, does not constitute a vote in favour of the Arrangement. To exercise your right to vote at the Meeting, you must vote at the Meeting or

complete and return the applicable form of proxy that accompanied the Information Circular in accordance with the instructions contained on that form of proxy. Please see the Information Circular for further detail about how to vote in respect of the Arrangement.

STEP 1: DEPOSIT OF HEADWATER SHARES

The undersigned registered Headwater Shareholder delivers to the Depositary the enclosed certificate(s), if applicable, representing the Headwater Shares to be exchanged for the Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants pursuant to and in accordance with the Arrangement, details of which are as follows:

Description of Headwater Shares Deposited

(if insufficient space, attach a list in the form below)

Number of Headwater Shares Deposited	Certificate Number(s) and/or DRS Advice Account Number	Name in which your Headwater Shares are Registered (please print and fill in exactly as name(s) appear on the certificate(s) and/or DRS Advice)
Total:		

(Please print or type. If space is insufficient, please attach a list to this Headwater Letter of Transmittal in the above form.)

❑ Some or all of my certificate(s) for Headwater Shares have been lost, stolen or destroyed. **(Check box if applicable)**. **(Please review Instruction 9 for the procedure in respect of lost, stolen or destroyed certificates)**.

The certificate(s) described above, if applicable, are enclosed with this Headwater Letter of Transmittal and the Headwater Shareholder irrevocably deposits the above-mentioned certificate(s) and/or the Headwater Shares evidenced by the DRS Advice, as applicable, described above in exchange for the Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants to which such Headwater Shareholder is entitled pursuant to the Arrangement.

Non-registered Headwater Shareholders should contact their broker/intermediary who holds the certificate(s) and/or DRS Advice, as applicable, representing the Headwater Shares on their behalf to arrange for the completion of this Headwater Letter of Transmittal and the deposit of such certificate(s) and/or Headwater Shares evidenced by such DRS Advice, as applicable.

(The total of the number of Headwater Shares listed in the table above must equal the total number of Headwater Shares represented by the certificate(s) enclosed with this Headwater Letter of Transmittal and/or held in the DRS Advice Account, as applicable).

STEP 2: REPRESENTATIONS, WARRANTIES, COVENANTS AND ACKNOWLEDGEMENTS

The undersigned Headwater Shareholder:

1. acknowledges receipt of the Information Circular;

2. (i) delivers the enclosed certificate(s) representing Headwater Shares (or has made provisions for delivery of such certificate(s) representing Headwater Shares) to the Depositary; and/or (ii) deposits the above-listed Headwater Shares evidenced by a DRS Advice with the Depositary, as applicable, and acknowledges that if the Arrangement is approved at the Meeting, including any adjournment(s) or postponement(s) thereof, unless the Arrangement is not subsequently completed, the deposit of Headwater Shares pursuant to this Headwater Letter of Transmittal is irrevocable;

3. as at the Effective Time, 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 Headwater Shares being deposited and agrees that, except as provided herein, no subsequent authority, other than a proxy granted for use at the Meeting, whether as agent, attorney-in-fact, attorney, proxy or otherwise, will be granted with respect to the Headwater Shares being deposited, by or on behalf of the undersigned;

4. represents and warrants that: (a): (i) if the undersigned is a body corporate: (A) it is duly incorporated, organized and subsisting under the Laws of its jurisdiction of formation; (B) the completion of the transactions contemplated by this Headwater Letter of Transmittal have been duly authorized by all necessary corporate action on the part of the undersigned; and (C) it has the corporate power and authority to enter into and deliver this Headwater Letter of Transmittal and perform its obligations under this Headwater Letter of Transmittal, including the deposit of the Headwater Shares; or (ii) if the undersigned is an individual or a duly appointed legal representative of an individual or estate thereof, it: (A) is mentally competent; (B) is 18 years of age or older; and (C) has the capacity to execute and deliver this Headwater Letter of Transmittal and perform its obligations under this Headwater Letter of Transmittal, including the deposit of the Headwater Shares; (b) this Headwater Letter of Transmittal has been duly executed and delivered by it and the deposit of the Headwater Shares constitutes valid and binding obligations of the undersigned enforceable against the undersigned in accordance with its terms, subject to bankruptcy, insolvency, preference, reorganization, moratorium and other similar Laws affecting creditors' right generally and the discretion of courts with respect to equitable and discretionary remedies and defences; (c) the execution and delivery of, and the performance of its obligations under, this Headwater Letter of Transmittal and the deposit of the Headwater Shares, do not and will not as at the Effective Date or the date hereof: (i) violate or conflict with any applicable Law and, if the undersigned is a corporation, its constating documents; (ii) give rise to any rights of first refusal or other pre-emptive, preferential or similar rights to purchase any of the Headwater Shares so deposited; or (iii) create or allow the creation of a pledge, lien, charge, mortgage, assignment by way of security, conditional sale, title retention arrangement or other security interest, an option to purchase, and any other adverse claim or encumbrance, whether similar or dissimilar to the foregoing upon any of the Headwater Shares; (d) there are no approvals or authorizations required to be obtained by the undersigned in respect of the execution and delivery of this Headwater Letter of Transmittal by it or the deposit of such Headwater Shares; (e) it has good and marketable title to or has all necessary power and authority to sell, assign, transfer and convey good and marketable title to such Headwater Shares free and clear of all pledges, liens, charges, mortgages, assignments by way of security, conditional sale, title retention arrangement or other security interest, an option to purchase, and any other adverse claim or encumbrance, whether similar or dissimilar to the foregoing, other than relating to the Arrangement; (f) other than Tamarack, no person has any rights, contingent or vested, including any right of first refusal, right of first offer or other similar preferential right, to acquire any of such Headwater Shares; (g) it has not incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees in respect of the transactions contemplated by the Arrangement for which Tamarack, Tributary or Headwater shall have any obligation or liability; (h) it is not a party to, nor are such Headwater Shares subject to, any shareholders' agreement (including any unanimous shareholders' agreement), pooling agreement, voting trust, escrow agreement or other similar agreement pertaining to the ownership, voting or disposition of such Headwater Shares; (i) it has not received notice of any claim, demand, lawsuit, proceeding, hearing, arbitration or governmental investigation ("**Claim**"), and is not aware of any Claim or potential Claim, actual or threatened, by or against it which prevents, impairs or otherwise adversely affects, or could reasonably be expected to prevent, impair or otherwise adversely affect, the ability of the undersigned to transfer the Headwater Shares deposited hereunder pursuant to the Arrangement; and (j) the deposit of such Headwater Shares complies with applicable securities Laws;

5. upon completion of the Arrangement, directs the Depositary to issue or cause to be issued the DRS Advices evidencing the Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants to which the undersigned is entitled pursuant to the Arrangement in the name indicated below and to: (a) send such DRS Advices by email (or first class mail if no email is provided) to the address specified below; or (b) if requested herein, make copies of such DRS Advices available at the offices of the Depositary for pick-up by the undersigned;

6. acknowledges that Tamarack, Headwater, Tributary and the Depositary shall be entitled to deduct and withhold from any amounts payable (including from any Tamarack Shares, Tributary Shares or Tributary Arrangement Warrants issuable) to any former Headwater Shareholder such amounts as Tamarack, Headwater, Tributary or the Depositary reasonably determines is required to deduct or withhold with respect to such payment under the *Income Tax Act* (Canada) or any provision of federal, provincial, territorial, state, local or foreign tax law. To the extent that amounts are so deducted or withheld, such deducted or withheld amounts shall be treated, for all purposes, as having been paid or delivered to the former Headwater Shareholder in respect of which such deduction and withholding was made, provided that such deducted or withheld amounts (or net proceeds therefrom) are timely remitted to the appropriate governmental authority. The Headwater Shareholder acknowledges and agrees that any of Tamarack, Headwater, Tributary or the Depositary are hereby authorized to sell or otherwise dispose of any Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants issuable pursuant to the Arrangement as is necessary to provide sufficient funds to Tamarack, Headwater, Tributary or the Depositary, as the case may be, to enable it to comply with all deduction or withholding requirements applicable to it, and none of Tamarack, Headwater, Tributary or the Depositary shall be liable to any person for any deficiency in respect of any proceeds received, and Tamarack, Headwater, Tributary or the Depositary, as applicable, shall notify such former Headwater Shareholder thereof and remit to such former Headwater Shareholder any unapplied balance of the net proceeds of such sale;

7. if the Arrangement is not completed, directs the Depositary to return the enclosed certificate(s) and/or provide a DRS Advice, as applicable, for the Headwater Shares deposited herewith to the address or email address indicated below (and if no name, address, email address or delivery instructions are indicated, to the undersigned at the address of the undersigned as shown on the register maintained by Headwater's registrar and transfer agent, Odyssey, on its behalf);

8. acknowledges that Headwater, Tamarack and Tributary may be required to disclose personal information in respect of the undersigned to: (i) stock exchanges or security regulatory authorities; (ii) the Depositary; (iii) any of the parties to the Arrangement; and (iv) legal counsel to any of the parties to the Arrangement;

9. acknowledges that the covenants, representations and warranties of the undersigned contained herein shall survive the completion of the Arrangement;

10. acknowledges it has consulted, or has had the opportunity to consult, its own tax advisor with respect to the potential tax consequences to it of the Arrangement, and that none of Tamarack, Tributary, Headwater or any of their affiliates and representatives is providing any representation or advice regarding the tax consequences of the Arrangement, and such persons shall be entitled to file their tax returns and make tax elections with respect to such matters in their discretion;

11. irrevocably constitutes and appoints any officer of Tamarack, Headwater or Tributary, and each of them, and any other person designated by Tamarack, Headwater or Tributary in writing, as the true and lawful agent, attorney and attorney-in-fact and proxy of the undersigned with respect to the Headwater Shares deposited hereunder, effective on and after (and conditional upon) the Effective Date, with full power of substitution, in the name of and on behalf of the undersigned (such power of attorney being deemed to be an irrevocable power coupled with an interest): (a) to register or record, transfer and enter the transfer of such Headwater Shares on the appropriate registers maintained by the registrar and transfer agent for the Headwater Shares, Odyssey, on Headwater's behalf; and (b) to execute and deliver, in the name of and on behalf of the undersigned, any instruments reasonably necessary or desirable to complete the transfer of such Headwater Shares and the issuance or delivery of the Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants to which the undersigned is entitled pursuant to the Arrangement;

12. covenants to execute, upon request, any additional documents, transfers and other assurances as may be reasonably necessary or desirable to complete the transactions contemplated hereby;

13. acknowledges that all authority conferred or agreed to be conferred by the undersigned herein may be exercised during any subsequent legal incapacity of the undersigned and shall survive the death or incapacity, bankruptcy or insolvency of the undersigned and all obligations of the undersigned herein shall be binding upon the heirs, personal representatives, successors and assigns, as applicable, of the undersigned;

14. by virtue of the execution of this Headwater Letter of Transmittal, shall be deemed to have agreed that all questions as to validity, form, eligibility (including timely receipt) and acceptance of any Headwater Shares deposited pursuant to the Arrangement will be determined by Tamarack and Tributary in their sole discretion and that such determination shall be final and binding and acknowledges that: (a) Tamarack and Tributary reserve the absolute right to reject any and all deposits which they, upon consultation with each other, determine not to be in proper form or which may be unlawful for Tamarack or Tributary to accept under the laws of any jurisdiction; (b) Tamarack and Tributary reserve the absolute right to waive any defect or irregularity in the deposit of Headwater Shares; and (c) there shall be no duty or obligation on Tamarack, Headwater, Tributary, the Depositary

or any other person to give notice of any defect or irregularity in any deposit of Headwater Shares and no liability shall be incurred by any of them for failure to give such notice;

15. hereby declares that the undersigned:

    (a) is not acting for the account or benefit of a person from any jurisdiction outside of Canada in which the making or acceptance of the Arrangement would not be in compliance with the Laws of such jurisdiction; and

    (b) is not in, or delivering this Headwater Letter of Transmittal from, any such jurisdiction;

16. represents and warrants that either the undersigned is not a U.S. Shareholder (as defined in Box D below) or the undersigned is a U.S. Shareholder and has completed and returned to the Depositary with this Headwater Letter of Transmittal a properly completed and signed Internal Revenue Service ("**IRS**") Form W-9 or, where applicable, the appropriate IRS Form W-8 or other applicable IRS Form (see Instruction 12 below);

17. by virtue of the execution of this Headwater Letter of Transmittal, shall be deemed to have agreed with Tamarack, Headwater, Tributary and the Depositary that any contract contemplated by this Headwater Letter of Transmittal, as well as all documents relating thereto be drawn up exclusively in the English language. En signant la présente lettre de transmission, le soussigné est réputé avoir convenu avec Tamarack, Headwater, Tributary et le dépositaire que tous les contrats découlant de la présente lettre de transmission et tous les documents afférents soient rédigés exclusivement en anglais; and

18. acknowledges that the delivery of the Headwater Shares shall be effected, and the risk of loss of such Headwater Shares shall pass, only upon proper receipt thereof by the Depositary.

STEP 3: PROVIDE REGISTRATION AND DELIVERY INSTRUCTIONS

All Headwater Shareholders must complete this Step.

The Depositary, Tamarack, Headwater and Tributary are hereby authorized and directed to cause the DRS Advices evidencing the Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants to which the registered Headwater Shareholder is entitled pursuant to the Arrangement to be issued and registered in the name of the undersigned (unless alternative registration instructions are provided below) and delivered electronically to the email address specified below or, if no email address is provided, mailed to the address specified below, or held for pick-up, if so indicated.

BOX A
REGISTRATION INSTRUCTIONS
(See section 2 of the Instructions)

Register the Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants to:

Name: _____
(please print)

Address: _____

_____
(include postal or zip code)

Email Address[1]: _____

Social Insurance Number: _____

If the registration in Box A differs from the registration as it appears on the register of holders of Headwater Shares, Box E must also be completed.

BOX B
SPECIAL DELIVERY INSTRUCTIONS
(See section 2 of the Instructions)

To be completed ONLY if the DRS Advices evidencing the Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants are to be sent to someone other than the registered Headwater Shareholder or the person shown in Box A.

In the Name of: _____

Address: _____

_____
(include postal or zip code)

Email Address[1]: _____

If neither Box A nor Box B is completed, DRS Advices evidencing the Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants issued in exchange for the Headwater Shares will be issued in the name of the registered holder as such name appears on the register of holders of Headwater Shares and, unless Box C is checked, mailed to the address as is shown on the register maintained by Odyssey on behalf of Headwater. Further, if an email address is not provided in Box A, DRS Advices evidencing the Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants issued in exchange for the Headwater Shares will be mailed to the address provided in Box A (or Box B, if provided), or, if no address is provided, unless Box C is checked, as is shown on the register maintained by Odyssey on behalf of Headwater.

BOX C
HOLD FOR PICK-UP

□ Check here if the DRS Advices evidencing the Consideration are to be held for pick-up rather than mailed at the office of the Depositary at which this Headwater Letter of Transmittal is deposited.

[1] By providing an email address, the undersigned consents to electronic delivery by the Depositary of the DRS Advices evidencing the Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants.

BOX D
STATUS AS U.S. SHAREHOLDER

TO BE COMPLETED BY ALL HEADWATER SHAREHOLDERS BY SELECTING ONE BOX BELOW
(See section 12 of the Instructions)

Indicate whether or not you are a U.S. Shareholder or are acting on behalf of a U.S. Shareholder.

A "**U.S. Shareholder**" is any holder of Headwater Shares who is (i) an individual who is a citizen or resident alien of the United States, (ii) a corporation (including an entity taxable as a corporation for U.S. federal income tax purposes) or partnership (or other pass-through entity taxable as a partnership for U.S. federal income tax purposes) created or organized in or under the laws of the United States or of any political subdivision thereof, (iii) an estate the income of which is subject to United States federal income tax regardless of its source or (iv) a trust if (a) a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust or (b) the trust has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person.

□ The person signing this Headwater Letter of Transmittal represents that he/she/it is not a U.S. Shareholder and is not acting on behalf of a U.S. Shareholder.

□ The person signing this Headwater Letter of Transmittal is a U.S. Shareholder or is acting on behalf of a U.S. Shareholder.

IF YOU (I) ARE A U.S. SHAREHOLDER, (II) ARE ACTING ON BEHALF OF A U.S. SHAREHOLDER OR (III) PROVIDE A U.S. ADDRESS ON THIS LETTER OF TRANSMITTAL, THEN IN ORDER TO AVOID BACK-UP WITHHOLDING ON AMOUNTS PAYABLE TO YOU IN CONNECTION WITH THE ARRANGEMENT OR ON FUTURE DISTRIBUTIONS ON TAMARACK SHARES, TRIBUTARY SHARES AND TRIBUTARY ARRANGEMENT WARRANTS RECEIVED PURSUANT TO THE ARRANGEMENT, YOU MUST COMPLETE AND SUBMIT TO THE DEPOSITARY THE INTERNAL REVENUE SERVICE ("IRS") FORM W-9 INCLUDED BELOW OR OTHERWISE PROVIDE ACCEPTABLE EVIDENCE THAT YOU ARE EXEMPT FROM BACK-UP WITHHOLDING, AS PROVIDED IN SECTION 12 OF THE INSTRUCTIONS.

EACH HOLDER OF HEADWATER SHARES SHOULD CONSULT ITS OWN TAX ADVISOR TO DETERMINE WHETHER SUCH HOLDER IS REQUIRED TO FURNISH AN IRS FORM W-9, IS EXEMPT FROM BACKUP WITHHOLDING AND INFORMATION REPORTING, OR IS REQUIRED TO FURNISH AN IRS FORM W-8 (OR OTHER APPLICABLE IRS FORM). PLEASE SEE SECTION 12 OF THE INSTRUCTIONS FOR MORE INFORMATION. THE APPROPRIATE IRS FORM W-8, W-9 OR ANY OTHER APPLICABLE IRS FORM CAN BE OBTAINED FROM THE IRS WEBSITE AT WWW.IRS.GOV.

BOX E
SIGNATURE GUARANTEE
(If required under section 4 of the Instructions)

Authorized Signature of Guarantor *(if required under section 3 or 4 of the Instructions)*

Name of Guarantor *(please print or type)*

Address of Guarantor *(please print or type)*

BOX F
SIGNATURE
All Headwater Shareholders must complete and sign below.

Dated: _____

Signature of Headwater Shareholder or Authorized Representative *(see sections 3 and 5 of the Instructions*)

Signature of any Joint Holder

Name of Headwater Shareholder *(please print or type)*

Name of Authorized Representative, if applicable *(please print or type)*

Address of Headwater Shareholder

Telephone Number of Headwater Shareholder or Authorized Representative

Email Address of Headwater Shareholder or Authorized Representative

Social Insurance Number or U.S. Resident Taxpayer Identification Number *(must be provided)*

****PLEASE DOUBLE CHECK THAT YOU HAVE COMPLETED ALL OF THE**

ABOVE BOXES TO THE EXTENT APPLICABLE. **

IRS FORM W-9

Form **W-9**
(Rev. March 2024)
Department of the reasury
Internal Revenue Services

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained Outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence
agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU WROTE "APPLIED FOR" IN PART I OF THE IRS FORM W-9

CERTIFICATE OF AWAITING U.S. TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a U.S. taxpayer identification number (e.g., a social security number or employer identification number) ("**TIN**") has not been issued to me, and either (a) I have mailed or delivered an application to receive a TIN to the appropriate IRS Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a TIN by the time of payment, I may be subject to backup withholding, if applicable, pursuant to the Arrangement.

Signature _____ Date _____

INSTRUCTIONS

1. **Use of Headwater Letter of Transmittal**

(a) In order to be eligible to receive the DRS Advices evidencing the Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants you are entitled to under the Arrangement, this Headwater Letter of Transmittal, properly completed and duly executed as required by the Instructions set forth below, together with any certificate(s) representing the deposited Headwater Shares, if applicable, and all other documents and instruments as the Depositary may reasonably require, must be received by the Depositary at its office specified on the back page of this Headwater Letter of Transmittal. In order to receive the Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants under the Arrangement for the deposited Headwater Shares, it is recommended that the foregoing documents be received by the Depositary at the address set forth on the back page of this Headwater Letter of Transmittal as soon as possible; but in any event on or **before the last Business Day before the third anniversary of the Effective Date**.

(b) The method of delivery of this Headwater Letter of Transmittal and any certificate(s) representing deposited Headwater Shares, if applicable, and all other required documents is at the option and risk of the person depositing same, and delivery will be deemed effective only when such documents are actually received by the Depositary. Tamarack and Headwater recommend that such documents be delivered by hand to the Depositary and a receipt or acknowledgement of receipt be obtained. If such documents are mailed, Tamarack and Headwater recommend that registered mail with return receipt be used and that proper insurance be obtained. **Headwater Shareholders whose Headwater Shares are registered in the name of a broker/intermediary should contact their broker/intermediary for assistance in depositing their Headwater Shares.**

2. **Registration and Delivery Instructions**

The box entitled "Registration Instructions" must be completed by all Headwater Shareholders. In the event that the boxes entitled "Registration Instructions" and "Special Delivery Instructions", as applicable, are not completed by a holder of Headwater Shares, the DRS Advices evidencing the Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants to be registered and issued to such holder shall be registered in the name of such holder as such name appears on the register of holders of Headwater Shares and shall be delivered to the holder's latest address appearing on the register of holders of Headwater Shares. **See also section 4 "Guarantee of Signatures" below.**

3. **Signatures**

(a) This Headwater Letter of Transmittal must be completed and signed by the Headwater Shareholder or by such Headwater Shareholder's duly authorized representative (in accordance with Instruction 5) under Box F.

(b) If this Headwater Letter of Transmittal is signed by the registered owner(s) of the accompanying certificate(s) and/or deposited Headwater Shares evidenced by a DRS Advice, such signature(s) on this Headwater Letter of Transmittal must correspond with the name(s) as registered or as written on the face of such certificate(s) or DRS Advice without any change whatsoever, and the certificate(s), if applicable, need not be endorsed. If such transmitted certificate(s) and/or deposited Headwater Shares evidenced by a DRS Advice are held of record by two or more joint owners, all such owners must sign this Headwater Letter of Transmittal.

(c) If this Headwater Letter of Transmittal is signed by a person other than the registered owner(s) of the deposited Headwater Shares or if the DRS Advices evidencing the Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants are to be issued to a person other than the registered Headwater Shareholder(s): (i) such deposited certificate(s) must be endorsed, if applicable, or such deposited certificate(s) and/or Headwater Shares evidenced by a DRS Advice must be accompanied by an appropriate share transfer power of attorney duly and properly completed by the registered owner(s); and (ii) the signature(s) on such endorsement or share transfer power of attorney must correspond exactly to the name(s) of the registered owner(s) as registered or as appearing on the certificate(s) and/or DRS Advice and must be guaranteed as noted in Instruction 4 below.

(d) If deposited Headwater Shares are registered in different forms (e.g. "Joe Doe" and "J. Doe"), a separate Headwater Letter of Transmittal should be signed for each different registration.

4. **Guarantee of Signatures**

If this Headwater Letter of Transmittal is executed by a person other than the registered owner(s) of the deposited Headwater Shares or if the DRS Advices evidencing Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants are to be issued to a person

other than such registered owner(s) as shown on the register of Headwater Shareholders maintained by Odyssey, the registrar and transfer agent for the Headwater Shares, on Headwater's behalf, such signature must be guaranteed by a Medallion Guarantee, an Eligible Institution, or in some other manner satisfactory to the Depositary (except that no guarantee is required if the signature is that of an Eligible Institution).

An "**Eligible Institution**" means a Canadian Schedule 1 chartered bank, 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 Inc. Medallion Signature Program (MSP). Members of these programs are usually members of a recognized stock exchange in Canada and/or the United States, members of the Canadian Investment Regulatory Organization, members of the Financial Industry Regulatory Authority or banks and trust companies in the United States.

5. **Fiduciaries, Representatives and Authorizations**

Where this Headwater Letter of Transmittal or any certificate or share transfer power of attorney is executed by a person on behalf of a trustee, executor, administrator, guardian, attorney-in-fact, agent, corporation, partnership or association, or is executed by any other person acting in a fiduciary or representative capacity, such person should so indicate when signing and this Headwater Letter of Transmittal must be accompanied by satisfactory evidence of the appointment and authority to act dated within the last six (6) months. Any of Tamarack, Headwater, Tributary or the Depositary, at their sole discretion, may require additional evidence of authority or additional documentation.

6. **Direct Registration System**

Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants to be issued pursuant to the Arrangement will be issued in the Direct Registration System, or DRS. The DRS is a system that allows you to hold your Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants in "book-entry" form without having a physical share certificate issued as evidence of ownership. Instead, your Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants will be held in your name and registered electronically in the records of Tamarack and Tributary, as applicable, maintained by their transfer agent, Odyssey. The Direct Registration System eliminates the need for shareholders to safeguard and store certificates, it avoids the significant cost of a surety bond for the replacement of, and the effort involved in replacing, physical certificate(s) that might be lost, stolen or destroyed and it permits/enables electronic share transactions.

Upon completion of the Arrangement you will receive initial DRS Advices acknowledging the number of Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants you hold in your DRS account. Each time you have any movement of Tamarack Shares, Tributary Shares or Tributary Arrangement Warrants into or out of your DRS account, you will be mailed an updated DRS Advice. You may request DRS Advices at any time by contacting Odyssey.

At any time you may request a certificate for all or a portion of the Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants held in your DRS accounts. Simply contact Odyssey with your request. A certificate for the requested number of Tamarack Shares, Tributary Shares or Tributary Arrangement Warrants will be sent to you by first class mail upon receipt of your instructions, at no cost to you. Tributary Arrangement Warrants held in your DRS account may be exercised before their expiry by delivering to Odyssey, as warrant agent, a completed exercise form and payment of the exercise price in accordance with the Tributary Arrangement Warrant Indenture; the exercise form may be obtained from Odyssey.

For more information, please contact Odyssey at (587) 885-0960 or toll-free within US and Canada at 1 (888) 290-1175.

7. **Miscellaneous**

(a) No Headwater Shareholder shall be entitled to receive any consideration with respect to Headwater Shares held by the Headwater Shareholder other than the consideration to which such holder is entitled to receive under the Arrangement and, for greater certainty, no such holder will be entitled to receive any interest, dividend, premium or other payment in connection therewith, except that, in accordance with the Plan of Arrangement, a Headwater Shareholder who surrenders its Headwater Shares after the Effective Time will receive, without interest, any dividend or other distribution declared on the Tamarack Shares to which it is entitled with a record date after the Effective Time.

(b) If the space on this Headwater Letter of Transmittal is insufficient to list all certificates and/or DRS Advice Account numbers for deposited Headwater Shares, additional certificate numbers and/or DRS Advice Account numbers and number of deposited Headwater Shares may be included in a separate signed list affixed to this Headwater Letter of Transmittal.

(c) No alternative, conditional or contingent deposits of Headwater Shares will be accepted. All depositing Headwater Shareholders by execution of this Headwater Letter of Transmittal waive any right to receive any notice of acceptance of deposited Headwater Shares for payment.

(d) This Headwater Letter of Transmittal will be construed in accordance with and governed by the Laws of the Province of Alberta and the Laws of Canada applicable therein, and the Headwater Shareholder covered by this Headwater Letter of Transmittal hereby unconditionally and irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Alberta and the courts of appeal therefrom.

(e) All questions as to validity, form, eligibility (including timely receipt), and acceptance of any Headwater Shares deposited pursuant to the Arrangement will be determined by Tamarack in its sole discretion. Depositing Headwater Shareholders agree that such determination shall be final and binding. Tamarack reserves the absolute right to reject any and all deposits which it determines not to be in proper form or which may be unlawful for Tamarack to accept under the laws of any jurisdiction. Tamarack reserves the absolute right to waive any defect or irregularity in the deposit of Headwater Shares. There shall be no duty or obligation on Tamarack, Headwater, Tributary or the Depositary or any other person to give notice of any defect or irregularity in any deposit of Headwater Shares and no liability shall be incurred by any of them for failure to give such notice.

(f) Additional copies of the Information Circular and this Headwater Letter of Transmittal may be obtained from the Depositary at its office at the address listed on the back page of this Headwater Letter of Transmittal. Copies of the Information Circular and the Headwater Letter of Transmittal are also available under Headwater's profile on SEDAR+ at www.sedarplus.ca.

8. **Commissions**

No brokerage fees or commissions will be payable by the depositing Headwater Shareholder in connection with depositing Headwater Shares directly with the Depositary.

9. **Lost Certificates**

If any certificate which immediately prior to the Effective Time represented an interest in outstanding Headwater Shares has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to have been lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate the Consideration to which the Headwater Shareholder is entitled pursuant to the Arrangement as determined in accordance with the Plan of Arrangement. Such Headwater Shareholder who is entitled to receive such Consideration pursuant to the Arrangement shall, as a condition precedent to the receipt thereof, give a bond satisfactory to each of Tamarack, Headwater, Tributary and their respective transfer agents, which bond is in form and substance satisfactory to each of Tamarack, Headwater, Tributary and their respective transfer agents, acting reasonably, or shall otherwise indemnify Tamarack, Headwater, Tributary and their respective transfer agents against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

10. **Fractional Securities**

No fractional Tamarack Shares, Tributary Shares or Tributary Arrangement Warrants will be issued under the Arrangement. In the event that a Headwater Shareholder would otherwise be entitled to a fractional Tamarack Share, Tributary Share or Tributary Arrangement Warrant, as applicable, such securities issued to such Headwater Shareholder will be rounded up to the next whole number of securities if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next whole number of securities if the fractional entitlement is less than 0.5. In calculating fractional interests, all Headwater Shares registered in the name or beneficially held by such Headwater Shareholder, or its nominee(s), will be aggregated.

11. **Cessation of Rights**

Any right or claim to payment hereunder that remains outstanding on the last Business Day before the third anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature, including the right of the former Headwater Shareholder to receive the Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants that the Headwater Shareholder is entitled to receive pursuant to the Arrangement, and shall be deemed to be surrendered and forfeited to Tamarack and Tributary, as applicable, for no consideration, together with all entitlements to dividends, distributions and interest thereon. In such case, the Tamarack Shares and Tributary Shares and Tributary Arrangement Warrants to which such former Headwater Shareholder was entitled shall be returned to Tamarack and Tributary, as applicable, for cancellation.

12. **Important Tax Information for Headwater Shareholders that are U.S. Shareholders or that Provide a U.S. Address**

Under current U.S. federal income tax law, amounts received by a U.S. Shareholder in connection with the Arrangement or distributions (including dividends) on the Tamarack Shares, Tributary Shares and Tributary Arrangement Warrants received by a U.S. Shareholder pursuant to the Arrangement may be subject to U.S. backup withholding, currently at a rate of 24%. Such backup withholding may also apply to a Headwater Shareholder that is not a U.S. Shareholder if such Headwater Shareholder provides an address in the United States in Box A or Box B of this Headwater Letter of Transmittal. To avoid backup withholding on any such proceeds or future distributions, each Headwater Shareholder that is a U.S. Shareholder or to whom the previous sentence applies must timely provide the Depositary with the Shareholder's correct taxpayer identification number ("**TIN**") on IRS Form W-9, attached hereto (or available from the IRS website at http://www.irs.gov), or otherwise establish a basis for exemption from backup withholding. Certain holders of Headwater Shares (including, among others, corporations and certain non-U.S. persons) are exempt from these U.S. backup withholding requirements provided that such holders provide the applicable certification establishing such exemption. U.S. persons that are exempt U.S. Shareholders should furnish their TIN, provide the applicable codes in the box labeled "Exemptions," and sign, date and send to the Depositary the IRS Form W-9. Headwater Shareholders that are not U.S. Shareholders, including entities, may qualify as exempt recipients by submitting to the Depositary a completed IRS Form W-8BEN, W-8BEN-E, or other applicable form, signed under penalties of perjury, attesting to that Headwater Shareholder's non-U.S. status. The applicable IRS Form W-8 (or other applicable form) can be obtained from the IRS website at http://www.irs.gov.

If backup withholding applies, the Depositary is required to withhold on any consideration received by a Headwater Shareholder pursuant to the Arrangement. Backup withholding is not an additional tax. A holder subject to the backup withholding rules will be allowed a credit of the amount withheld against such holder's U.S. federal income tax liability, and, if backup withholding results in an overpayment of tax, such holder may be entitled to a refund, provided the requisite information is furnished to the IRS in a timely manner.

The Depositary is:
Odyssey Trust Company

Deliver by Registered Mail, Mail, Hand, or Courier to:
Trader's Bank Building
702 – 67 Yonge Street
Toronto ON M5E 1J8
Attention: Corporate Actions
Telephone: (587) 885-0960 or toll-free within US
and Canada: 1 (888) 290-1175
E-Mail: corp.actions@odysseytrust.com

Any questions and requests for assistance may be directed to the Depositary at the telephone number or email set out above.

At Odyssey Trust Company, we take your privacy seriously. When providing services to you, we receive non-public, personal information about you. We receive this information through transactions we perform for you or an issuer in which you hold securities, from enrolment forms and through other communications with you. We may also receive information about you by virtue of your transactions with affiliates of Odyssey Trust Company or other parties. This information may include your name, social insurance number, securities ownership information and other financial information. With respect to both current and former customers, Odyssey Trust Company does not share non-public personal information with any non-affiliated third party except as necessary to process a transaction, service your account or as permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you, and we maintain physical, electronic, and procedural safeguards to protect your personal information. Odyssey Trust Company realizes that you entrust us with confidential personal and financial information, and we take that trust very seriously. By providing your personal information to us and signing this form, we will assume, unless we hear from you to the contrary, that you have consented and are consenting to this use and disclosure. A complete copy of our Privacy Code may be accessed at www.odysseytrust.com, or you may request a copy in writing Attn: Chief Privacy Officer, Odyssey Trust Company at 1310 – 1140 West Pender St, Vancouver, BC, V6E 4G1.