

August 10, 2017

OFFER TO PURCHASE

all of the outstanding Series B Debentures

of

THE MINT CORPORATION

Gravitas Financial Inc. (“Gravitas” or the “Offeror”) hereby offers (the “Offer”) to purchase all of the issued and outstanding Series B Debentures (the “Debentures”) of The Mint Corporation (“Mint”), upon the terms and subject to satisfaction or waiver by the Offeror of the conditions described herein. Following acceptance of the Offer, each holder of Debentures (a “Holder”) whose Debentures are taken up under the Offer will be entitled to receive, in respect of each \$1,000 principal amount of his, her or its Debentures:

- (i) \$200.86 in cash plus 3,348 common shares of Mint (the “Cash and Stock Consideration”), or
- (ii) 6,026 common shares of Mint (the “Share Consideration”)

(the Cash and Stock Consideration and the Share Consideration are collectively the “Offer Consideration”). Each Holder will be entitled to elect the form of Offer Consideration received by that Holder. **If a Holder does not specify the form of Offer Consideration which the Holder elects to receive, that Holder will be deemed to have elected to receive Cash and Stock Consideration.**

The Offer will be open for acceptance until 5:00 p.m. (Eastern time) on August 31, 2017 (the “Expiry Time”), unless the Offer is extended or withdrawn. The Offer is made on and subject to the terms and conditions described in Schedule “A” to this Offer.

Holders who wish to accept the Offer must, prior to the Expiry Time, properly complete and execute the accompanying Letter of Acceptance and Transmittal (as defined herein) (printed on YELLOW paper) and tender it, or a manually signed facsimile thereof, together with certificate(s) representing their respective Debentures and any other documents required by the Letter of Acceptance and Transmittal, to the depositary for the Offer, TSX Trust Company (the “Depositary”) at the office of the Depositary specified in the Letter of Acceptance and Transmittal. Detailed rules and instructions are set out in the Letter of Acceptance and Transmittal.

Alternatively, Holders may accept the Offer by: (i) following the procedures for book-entry transfer of the Debentures described in Section 3 of the Offer, “Manner of Acceptance – Debenture Delivery by Book-Entry Transfer”; or (ii) following the procedures for guaranteed delivery described in Section 3 of the Offer, “Manner of Acceptance – Procedure for Guaranteed Delivery”, using the accompanying Notice of Guaranteed Delivery (printed on GREEN paper), or a manually signed facsimile thereof, in cases where the certificate representing the Debentures is not immediately available, the Holder cannot complete the procedure for book-entry transfer of the Debentures on a timely basis or if the Holder cannot deliver the certificate for the applicable Debentures, the Letter of Acceptance and Transmittal and all other required documents (if any) to the Depositary prior to the Expiry Time.

Holders with Debentures that are held on their behalf, or for their account, by an investment dealer, broker, bank, trust company or other intermediary, should contact their intermediary directly if they wish to accept the Offer. Intermediaries will likely establish tendering cut-off times that are up to 48 hours prior to the Expiry Time. As a result, Holders who wish to tender their Debentures to the Offer and whose Debentures are held through an intermediary should promptly and carefully follow the instructions provided to them by their investment dealer, broker, bank, trust company or other intermediary.

The Offer is conditional on, among other things, there being validly deposited under the Offer and not withdrawn at the Expiry Time such number of Debentures that constitutes at least 66²/₃% of the outstanding principal amount of the Debentures. The Offeror reserves the right to withdraw the Offer and to not take up and pay for any Debentures deposited pursuant to the Offer unless each of the conditions to the Offer is satisfied or, where permitted, waived by the Offeror at or prior to the Expiry Time. The conditions of the Offer are described in Section 4 of the Offer, "Conditions of the Offer". The Offeror reserves the right to withdraw or extend the Offer and to not take up and pay for any Debentures, unless each of the conditions of the Offer is satisfied or waived by the Offeror prior to the Expiry Time.

The purpose of the Offer is to enable Mint to acquire all of the outstanding Debentures. The Debentures purchased by the Offeror will be sold to Mint for the same amount of cash and the same number of Mint Shares paid by the Offeror for the Debentures. The Offeror also intends to approve, by resolution in writing, an amendment to the trust indenture under which the Debentures were issued as set out in Schedule "B" to this Offer. The amendment to the Debenture trust indenture, if approved by the holders of more than 50% of the principal amount of the outstanding Debentures, will give Mint the right to redeem, in accordance with the Cash and Stock Consideration, the Debentures which remain outstanding after the Offeror has completed the Offer and sold its Debentures to Mint. If the Debenture trust indenture is so amended, Mint intends to exercise that redemption right, thereby redeeming the Debentures which remain outstanding after the completion of the Offer.

This document does 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 tenders be accepted from or on behalf of, Holders in any jurisdiction in which the making or acceptance of the Offer would not be in compliance with the Laws of such jurisdiction. However, the Offeror may, in its sole discretion, take such action as it may deem necessary to extend the Offer to Holders in any such jurisdiction.

Various capitalized terms used in this document (including in these cover pages) are defined in the Glossary of this document.

Information contained in this document is given as of August 10, 2017, unless otherwise specifically noted or the context otherwise requires. The Offeror does not undertake to update any such information except as required by applicable law.

Holders are urged to refer to the accompanying letter dated August 10, 2017 for additional information relating to the Offer.

Dated: August 10, 2017

GRAVITAS FINANCIAL INC.

Per: (Signed) "Vishy Karamadam"

By: Vishy Karamadam

Title: Director and Executive Vice-President

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NOTICE TO HOLDERS IN THE UNITED STATES

The Offer is being made for the securities of a Canadian foreign private issuer that does not have securities registered under Section 12 of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"). The offer is subject to disclosure requirements of Canada that are different from those of the United States. Financial statements included in this document, if any, have been prepared in accordance with foreign accounting standards that may not be comparable to the financial statements of United States companies.

It may be difficult for you to enforce your rights and any claim you may have arising under the federal securities laws, since the issuer and the Offeror are each located in a foreign country, and some or all of their respective officers and directors may be residents of a foreign country. You may not be able to sue a foreign company or its officers or directors in a foreign court for violations of the U.S. securities laws. It may be difficult to compel a foreign company and its affiliates to subject themselves to a U.S. court's judgment.

This Offer is made by Gravitas Financial Inc. in conjunction with its' subsidiary, The Mint Corporation. In the United States, this Offer is being made to "accredited investors" (as such term is defined under the United States Securities Act of 1933, as amended) only. No one is authorized to discuss this offer with United States persons except the principal officers of The Mint Corporation.

The Mint Shares that may be transferred to Holders in exchange for their Debentures have not been registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or the securities laws of any state of the United States and are being issued in the United States in reliance on the exemption from the registration requirements of the U.S. Securities Act set out in Rule 802 thereunder ("Rule 802") and exemptions provided under the securities laws of each applicable state of the United States. Rule 802 provides an exemption from registration under the U.S. Securities Act for offers and sales of securities issued in exchange for securities of a foreign company where certain requirements are met. In accordance with Rule 802, the Offer may not be extended to security holders in those states that require registration or qualification. The Mint Shares will be "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act to the same extent that they were considered "restricted securities" prior to the transfer. The Mint Shares that are restricted securities may not be resold in the United States unless they are registered under the Securities Act or an exemption from such registration is available.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR ANY U.S. STATE SECURITIES COMMISSION NOR HAS THE SEC OR ANY U.S. STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THE OFFER AND CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THESE SECURITIES HAVE NOT BEEN REGISTERED OR OTHERWISE QUALIFIED FOR OFFER AND SALE IN CERTAIN U.S. STATES AND NO SUCH OFFER TO SELL OR SALE, OR SOLICITATION OF AN OFFER TO BUY MAY BE MADE IN SUCH U.S. STATES EXCEPT TO PERSONS THAT QUALIFY AS EXEMPT INSTITUTIONAL INVESTORS IN SUCH U.S. STATES.

Each U.S. Holder is urged to consult its own tax, legal and financial advisor about the particular consequences to them in the Offer.

CANADIAN CURRENCY

In this Offer to Purchase, unless otherwise specified, all references to "\$" are to Canadian dollars.

FORWARD-LOOKING STATEMENTS

Certain statements contained in this Offer to Purchase are “forward-looking statements” and are prospective. Often, but not always, forward-looking statements may be identified by their use of forward-looking terminology such as the words “plans”, “forecasts”, “expects” or “does not expect”, “expected”, “projects”, “believes” or “does not believe”, “anticipates” or “does not anticipate”, “intends” or “does not intend”, “estimates”, “scheduled” or other similar words and phrases or state that certain actions, events or results “may”, “could”, “would”, “might” or “will” be taken, occur or be achieved. Forward-looking statements are not based on historical facts, but rather on current expectations and projections about future events, and are therefore subject to risks, uncertainties and other factors that could cause actual results to differ materially from the future results expressed or implied by the forward-looking statements. Such forward-looking statements are subject to known and unknown risks, uncertainties and other factors which could cause actual results, performance or achievements of Mint or the Offeror to differ materially from any future results, performance or achievements expressed or implied by such forward-looking statements. Forward-looking statements in this document and the documents incorporated by reference herein are based on the Offeror’s beliefs and opinions at the time the statements are or were made, and there should be no expectation that these forward-looking statements will be updated, revised or supplemented as a result of changing circumstances or otherwise unless required by applicable Laws.

GLOSSARY

In this Offer to Purchase, unless the context otherwise requires, the following terms have the meanings indicated:

“Affiliates” has the meaning given to it in the Securities Act;

“Business Day” means, unless otherwise specified herein, a day, other than a Saturday or a Sunday, on which the principal commercial banks located in Toronto, Ontario are open for the conduct of business;

“Cash and Stock Consideration” means the offer of \$200.86 in cash plus 3,348 Mint Shares offered by the Offeror for each Debenture deposited under the Offer and not withdrawn;

“CDS” means CDS Clearing and Depository Services Inc. or its nominee;

“CDS Participants” means a direct or indirect participant of CDS;

“CDSX” means the computer system by which CDS Participants can deposit book-based securities to the Depository directly;

“Debentures” means \$1,000 principal amount of the Series B Debentures issued by Mint under the Trust Indenture, together with all interest (including bonus and accrued interest) and other amounts owing in connection therewith;

“Depository” means TSX Trust Company, or such other person as is appointed to act as depository by the Offeror;

“Deposited Debentures” means the Debentures tendered to the Depository under the Offer;

“Eligible Institution” means a Canadian Schedule I chartered bank, a commercial bank in the United States, a member of the Securities Transfer Agents Medallion Program (STAMP), a member of the Stock Exchange 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 or the United States, members of the Investment Industry Regulatory Organization of Canada, members of the Financial Industry Regulatory Authority or banks or trust companies in the United States;

“Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended;

“Expiry Time” means 5:00 p.m. (Eastern Time) on August 31, 2017, unless the Offer is extended by the Offeror, in which case the Offeror will announce by news release the new date for the expiry of the Offer and the Expiry Time will be 5:00 p.m. (Eastern Time) on that new date. See Section 5, “Extension, Variation or Change in the Offer”.

“Governmental Entity” means (a) any multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, commission, board, bureau or agency, domestic or foreign; (b) any subdivision, agent or authority of any of the foregoing; or (c) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

“Holders” means, collectively, the holders of the Debentures, and “Holder” means one of them;

“including” means including without limitation, and “include” and “includes” have a corresponding meaning;

“Law” or “Laws” means all international trade agreements, codes and conventions, laws, by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgements, injunctions, stays, determinations, awards, decrees and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity or self-regulatory authority (including the TSXV), and the term “applicable” with respect to such Laws and in a context that refers to one or more persons, means such laws as are applicable to such person or its business, undertaking, property or securities and emanate from such Governmental Entity or self-regulatory authority having jurisdiction over the person or persons or its or their business, undertaking, property or securities;

“Letter of Acceptance and Transmittal” means the accompanying letter of acceptance and transmittal (printed on YELLOW paper);

“Minimum Tender Condition” has the meaning given to it in Section 4 of the Offer to Purchase, “Conditions of the Offer”;

“Mint” means The Mint Corporation;

“Mint Shares” means the common shares in the capital of Mint, including such common shares held by the Offeror and delivered to Holders in payment for Debentures under this Offer;

“Notice of Guaranteed Delivery” means the accompanying notice of guaranteed delivery (printed on GREEN paper);

“Offer” means the offer by the Offeror to purchase all of the issued and outstanding Debentures made hereby, the terms and conditions of which are set forth in the Offer to Purchase, the Offer Letter, the Letter of Acceptance and Transmittal, and the Notice of Guaranteed Delivery;

“Offer Consideration” means the Cash and Stock Consideration and the Share Consideration or either of them as the context requires;

“Offer Documents” means, collectively, the Offer to Purchase, the Offer Letter, the Letter of Acceptance and Transmittal and the Notice of Guaranteed Delivery, as amended from time to time;

“Offer Letter” means the letter dated August 10, 2017 accompanying the Offer to Purchase and forming a part of the Offer;

“Offer to Purchase” means the offer by the Offeror to purchase Debentures as described herein;

“Offeror” means Gravitas Financial Inc.;

“person” includes an individual, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, body corporate, trust, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

“Redemption Right” has the meaning given to that term in Section 7, “Subsequent Redemption Transaction”.

“Resolution” has the meaning given to that term in Section 7, “Subsequent Redemption Transaction”;

“Securities Act” means the Securities Act (Ontario) and the rules and regulations made thereunder, and published policies in respect thereof, as now in effect and as they may be promulgated, published or amended from time to time;

“Share Consideration” means the shares only consideration offered by the Offeror for each Debenture deposited under the Offer and not withdrawn, being 6,026 Mint Shares per Debenture;

“Subsequent Redemption Transaction” means the exercise of the right to redeem, in accordance with the Cash and Stock Consideration, the Debentures which are outstanding following completion of the Offer and the sale of Debentures by the Offeror to Mint; provided that the Offer is accepted by the holders of more than 50% of the principal amount of the outstanding Debentures;

“subsidiary” means, with respect to a specified body corporate, any body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the board of directors thereof (whether or not shares of any other class or classes shall or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such specified body corporate and shall include any body corporate, partnership, joint venture or other entity over which such specified body corporate exercises direction or control or which is in a like relation to a subsidiary;

“Trust Indenture” means the trust indenture under which the Debentures were issued, being a trust indenture date as of March 6, 2014 entered into among Mint, the Trustee and Mint Middle East LLC.

“Trustee” means TSX Trust Company, successor trustee to Equity Financial Trust Company.

“TSXV” means the TSX Venture Exchange;

“U.S. Securities Act” means the United States Securities Act of 1933, as amended;

Schedule "A" **Terms and Conditions**

The accompanying Offer Letter, Letter of Acceptance and Transmittal (printed on YELLOW paper) and Notice of Guaranteed Delivery (printed on GREEN paper), which are incorporated into and form part of the Offer, contain important information that should be read carefully before making a decision with respect to the Offer. Capitalized terms used in this Offer and not otherwise defined herein, have the respective meanings ascribed to them in the Glossary of this document unless the context otherwise requires.

These securityholder materials are being sent to both registered and non-registered owners of the securities. If you are a non-registered owner, and the Offeror or its agent has sent these materials directly to you, your name and address and information about your holdings of securities, have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding on your behalf.

1. The Offer

The Offeror hereby offers to purchase, upon the terms and subject to satisfaction or waiver by the Offeror of the conditions of the Offer, all of the outstanding Debentures on the basis of (i) \$200.86 in cash plus 3,348 Mint Shares for each Debenture, or (ii) 6,026 Mint Shares for each Debenture. Each Holder will be entitled to elect the form of Offer Consideration received by that Holder. If a Holder does not specify the form of Offer Consideration which the Holder elects to receive, that Holder will be deemed to have elected to receive the Cash and Stock Consideration.

The obligation of the Offeror to take up and pay for Debentures deposited pursuant to the Offer is subject to certain conditions, including there being validly deposited under the Offer and not withdrawn at the Expiry Time that principal amount of Debentures that satisfies the Minimum Tender Condition. See Section 4 of this Offer to Purchase, "Conditions of the Offer".

No person has been authorized to give any information or make any representation or warranty on behalf of the Offeror or any of its Affiliates in connection with the Offer other than as contained in the Offer Documents and, if given or made, any such information, representation or warranty must not be relied upon as having been authorized by the Offeror. No broker, investment dealer or other person has been appointed as an agent of the Offeror or the Depository for purposes of the Offer.

This document does 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 tenders be accepted from or on behalf of, Holders in any jurisdiction in which the making or acceptance of the Offer would not be in compliance with the Laws of such jurisdiction. However, the Offeror may, in its sole discretion, take such action as it may deem necessary to extend the Offer to Holders in any such jurisdiction.

2. Time for Acceptance

The Offer is open for acceptance from the date hereof until the Expiry Time unless it is withdrawn by the Offeror pursuant to Section 5 of this Offer, "Extension, Variation or Change in the Offer".

3. Manner of Acceptance

(a) Registered Holders

Registered Holders (meaning Holders that have a physical certificate representing Debentures registered in their name) may accept the Offer by depositing the following documents with the Depository, at the office specified in the Letter of Acceptance and Transmittal, prior to the Expiry Time:

- (i) certificate(s) representing the Debentures for which the Offer is accepted;
- (ii) an executed copy of the Letter of Acceptance and Transmittal, in the form accompanying the Offer (printed on YELLOW paper) or a facsimile thereof; and
- (iii) any other relevant documents required by the rules set out in the Letter of Acceptance and Transmittal.

The Offer will be deemed to be accepted only if the Depository has actually received these documents prior to the Expiry Time at the address for the Depository noted on the Letter of Acceptance and Transmittal.

Registered Holders that cannot comply on a timely basis with these procedures for deposit of the certificate(s) representing their Debentures prior to the Expiry Time may use the procedure for guaranteed delivery described in this Section 3, "Procedure for Guaranteed Delivery".

(b) Non-Registered Holders

Non-registered Holders whose Debentures are held on their behalf, or for their account, by a broker, investment dealer, bank, trust company or other intermediary, should contact such intermediary directly if they wish to tender Debentures to the Offer. Intermediaries will likely establish tendering cut-off times that are up to 48 hours prior to the Expiry Time. As a result, non-registered Holders who wish to tender their Debentures to the Offer and whose Debentures are held through an intermediary should promptly and carefully follow the instructions provided to them by their broker, investment dealer, bank, trust company or other intermediary.

Certain non-registered Holders whose Debentures are held in the name of CDS may deliver the Debentures for which the Offer is accepted, through their respective CDS Participant, by following the procedures for book-entry transfer established by CDS, provided that a confirmation of the book-entry transfer through CDSX is received by the Depository at its office in Toronto, Ontario prior to the Expiry Time. Any financial institution or other entity that is a participant in CDS can cause CDS to make a book-entry transfer of a Holder's Debentures into the Depository's account in accordance with CDS procedures for such transfer. Holders who wish to deliver their Debentures by book-entry transfer should contact their intermediary for assistance. See Section 3 of this Offer to Purchase, "Manner of Acceptance - Debenture Delivery by Book-Entry Transfer".

No fee or commission will be payable by a Holder who tenders his, her or its Debentures to the Offer directly to the Depository (including through a book-entry transfer).

(c) Signature Guarantees

No signature guarantee is required on the Letter of Acceptance and Transmittal if (i) the Letter of Acceptance and Transmittal is signed by the registered owner of the Debentures exactly as the name of the registered Holder appears on the Debenture certificate(s) deposited therewith, and the consideration to be received by such registered Holder under the Offer is to be delivered directly to such registered Holder; or (ii) Debentures are tendered to the Offer for the account of an Eligible Institution.

In all other cases, all signatures on the Letter of Acceptance and Transmittal must be guaranteed by an Eligible Institution. If a certificate representing Debentures is registered in the name of a person other than the signatory of a Letter of Acceptance and Transmittal or if the consideration to be received under the Offer is to be delivered to a person other than the registered owner, the certificate must be endorsed or accompanied by an appropriate power of attorney, in either case, signed exactly as the name of the registered owner appears on the certificate with the signature on the certificate or power of attorney guaranteed by an Eligible Institution.

(d) Method of Delivery

The method of delivery of the certificate(s) representing Debentures, the Letter of Acceptance and Transmittal, the Notice of Guaranteed Delivery and all other required documents is at the option and risk of the tendering Holder. The Offeror recommends that those documents be delivered by hand to the Depository and that a receipt be obtained. If the certificate(s) for Debentures and the other documents are to be sent by courier, registered mail with return receipt requested, properly insured, is recommended, and it is suggested that the mailing be made sufficiently in advance of the Expiry Time to permit receipt by the Depository prior to such time. Delivery will only be effective upon actual receipt of certificate(s) for such Debentures and all other relevant documents by the Depository.

Holders who wish to tender Debentures to the Offer and whose Debentures are held through an intermediary should immediately contact such intermediary in order to take the necessary steps to be able to tender such Debentures to the Offer.

(e) Procedure for Guaranteed Delivery

If a registered Holder wishes to accept the Offer and either: (i) the certificate(s) representing such Holder's Debentures are not immediately available; or (ii) such Holder cannot deliver the certificate for the applicable Debentures, the Letter of Acceptance and Transmittal and all other required documents (if any) to the Depository by the Expiry Time, those Debentures may nevertheless be tendered to the Offer provided that all of the following conditions are met:

- (i) such tender is made only at the principal office of the Depository in Toronto, Ontario, by or through an Eligible Institution;
- (ii) a Notice of Guaranteed Delivery (printed on GREEN paper) (or a manually signed facsimile thereof), properly completed and duly executed, including a guarantee to deliver by an Eligible Institution in the form set out in the Notice of Guaranteed Delivery, is received by the Depository at its principal office in Toronto, Ontario prior to the Expiry Time; and
- (iii) the certificate(s) representing the applicable Debentures, in proper form for transfer, together with a properly completed and duly signed Letter of Acceptance and Transmittal (or a manually signed facsimile thereof), with signatures guaranteed if so required in accordance with the Letter of Acceptance and Transmittal and all other documents required by such Letter of Acceptance and Transmittal, are received at the Toronto, Ontario office of the Depository by 5:00 p.m. (Eastern Time) on or before the third Business Day after the Expiry Time.

The Notice of Guaranteed Delivery may be delivered by hand or couriered or mailed to the Depository only at its principal office in Toronto, Ontario or transmitted by facsimile to the number set out on the back page of the Notice of Guaranteed Delivery, and must include a signature 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 Acceptance and Transmittal and accompanying certificate(s) (if applicable) and other required documents to an address, or transmission by facsimile (if applicable) to a number, other than as set out on the back page of the Notice of Guaranteed Delivery will not constitute a valid delivery to the Depository.

(f) Debenture Delivery by Book-Entry Transfer

Certain non-registered Holders whose Debentures are held in the name of CDS may deliver the Debentures for which the Offer is accepted, through their respective CDS Participant, by following the procedures for book-entry transfer established by CDS, provided that a confirmation of the book-entry transfer through CDSX is received by the Depository at its office in Toronto, Ontario prior to the Expiry

Time. The Depositary will establish two accounts at CDS for the purpose of the Offer: one of which may be used for purposes of accepting the Cash and Stock Consideration and the other of which may be used for purposes of accepting the Share Consideration. Any financial institution or other entity that is a participant in CDS can cause CDS to make a book-entry transfer of a Holder's Debentures into either of the Depositary's accounts in accordance with CDS procedures for such transfer. Holders who wish to deliver their Debentures by book-entry transfer should contact their intermediary for assistance.

Holders, through their respective CDS Participants, who use CDSX to accept the Offer through a book-entry transfer of their holdings into one of the Depositary's accounts with CDS, will be deemed to have completed and submitted a Letter of Acceptance and Transmittal and to be bound by the terms thereof and therefor such instructions received by the Depositary are considered a valid tender in accordance with the terms of the Offer.

(g) Determination of Validity

All questions as to the form of documents and the validity, eligibility (including time of receipt) and acceptance for exchange of any deposit of Debentures will be determined by the Offeror in its sole discretion, which determination will be final and binding on all parties. The Offeror reserves the absolute right to reject any and all deposits of Debentures determined by it not to be in proper form, or where, if so elected by the depositing Holder, the issue of Mint Shares in respect of such deposit may, in the opinion of the Offeror's legal counsel, be unlawful. The Offeror also reserves the absolute right to, in its sole discretion, waive: (i) any of the conditions of the Offer; or (ii) any defect or irregularity in any deposit of Debentures. No deposit of Debentures will be considered properly made until all defects and irregularities have been cured or waived to the satisfaction of the Offeror. None of the Offeror, the Depositary or any other person will be under any duty to give notification of any defect or irregularity in deposits or incur any liability for failure to give any such notice. The Offeror's interpretation of the terms and conditions of the Offer (including the Letter of Acceptance and Transmittal and the Notice of Guaranteed Delivery) will be final and binding on all parties. The Offeror reserves the right to permit the Offer to be accepted in a manner other than as set out herein.

(h) Debenture Interest

Subject to the terms and conditions of the Offer, by accepting the Offer a Holder irrevocably assigns to the Offeror, and the Offeror will thereby acquire, free and clear of all liens, restrictions, charges, encumbrances, claims, adverse interests, equities and rights of others, all of the rights and benefits of such Holder in and to the Deposited Debentures and in and to all rights and benefits arising from such Deposited Debentures, including any and all interest accrued on the Deposited Debentures.

(i) Binding Agreement

Acceptance of the Offer using the procedures set out above will constitute a binding agreement between a depositing Holder and the Offeror, effective immediately following the Offeror taking up Debentures deposited by such Holder, in accordance with the terms and conditions of the Offer. This agreement includes a representation and warranty by the depositing Holder that: (i) the person signing the Letter of Acceptance and Transmittal or on whose behalf a book-entry transfer is made, owns the Deposited Debentures, has full power and authority to execute and deliver the Letter of Acceptance and Transmittal or cause the book-entry transfer to be made (as applicable) and to deposit, sell, assign and transfer the Deposited Debentures; (ii) the Deposited Debentures have not been sold, assigned or transferred, nor has any agreement been entered into to sell, assign or transfer any of the Deposited Debentures, to any other person; (iii) the deposit of the Deposited Debentures complies with applicable Law; (iv) when the Deposited Debentures are taken up and paid for by the Offeror in accordance with the terms of the Offer, the Offeror will acquire good title thereto, free and clear of all liens, restrictions, charges, encumbrances, claims and rights of others; and (v) the Holder is not acting for the account or benefit of a person from any jurisdiction in which the acceptance of the Offer would not be in compliance with the Laws of such jurisdiction and is not in, or delivering the Letter of Acceptance and Transmittal from, such a jurisdiction.

4. Conditions of the Offer

The Offeror shall have the right to withdraw the Offer and not take up, purchase or pay for any Debentures tendered to the Offer, unless all of the following conditions are satisfied or waived by the Offeror prior to the Expiry Time:

- (i) there being validly deposited under the Offer and not withdrawn at the Expiry Time such number of Debentures that constitutes at least $66\frac{2}{3}\%$ of the outstanding principal amount of the Debentures (the "Minimum Tender Condition");
- (ii) all government and regulatory approvals, orders, rulings, exemptions, consents which, in the sole judgment of the Offeror, acting reasonably, are necessary with respect to the making and completion of the Offer, shall have been obtained on terms and conditions satisfactory to the Offeror in its sole judgment, acting reasonably, and shall be in full force and effect, including that the TSXV shall have granted conditional approval, if applicable, in respect of the making and the completion of the Offer (subject only to customary conditions) and the Subsequent Redemption Transaction;
- (iii) no act, action, suit, proceeding, objection or opposition shall have been threatened or taken before or by any domestic or foreign court or tribunal or governmental agency or other regulatory authority or administrative agency or commission by any elected or appointed public official or by any private person in Canada or elsewhere, whether or not having the force of law, and no law, regulation or policy (including applicable tax laws and regulations in those jurisdictions in which the Offeror carries on business) shall have been proposed, enacted, promulgated, amended or applied, which in any case, in the sole judgment of the Offeror, acting reasonably:
 - (A) has the effect or may have the effect to cease trade, enjoin, prohibit or impose material limitations, damages or conditions on the purchase by, or the sale to, the Offeror of the Debentures;
 - (B) would have material adverse effect on the Offeror's ability to complete the Offer; or
 - (C) may have a material adverse effect on the completion of any Subsequent Redemption Transaction; and
- (iv) the Offeror shall have determined in its sole judgment, acting reasonably, that there does not exist any prohibition at Law against the Offeror making the Offer or taking up and paying for all of the Debentures tendered under the Offer or completing any Subsequent Redemption Transaction.

The foregoing conditions are for the exclusive benefit of the Offeror and may be asserted by the Offeror, at any time, regardless of the circumstances giving rise to any such condition. The Offeror may, in the Offeror's sole discretion, waive any of the foregoing conditions, in whole or in part, at any time and from time to time, both before and after the Expiry Time, without prejudice to any other rights the Offeror may have. The failure by the Offeror at any time to exercise any of the foregoing rights will not be deemed to be a waiver of any such right and each such right shall be considered an ongoing right which may be asserted at any time and from time to time.

Any waiver of a condition or the withdrawal of the Offer shall be effective upon written notice, or other communication confirmed in writing by the Offeror to that effect, having been given to the Depositary at its principal office in Toronto, Ontario. The Offeror, forthwith after giving any such notice, will make a public announcement of such waiver or withdrawal.

5. Extension, Variation or Change in the Offer

The Offer is open for acceptance from the date of the Offer until the Expiry Time (as extended, if applicable), subject to variation in the Offeror's sole discretion or unless the Offer is withdrawn by the Offeror.

Subject to the limitations set out below, the Offeror reserves the right, in its sole discretion, at any time and from time to time while the Offer is open for acceptance to vary the terms of the Offer (including by extending the period during which Debentures may be deposited under the Offer).

If the terms of the Offer are varied (other than a variation in the terms of the Offer consisting solely of the waiver of a condition of the Offer or any extension of the Offer or both), the Offeror will promptly (i) issue and file a news release, and (ii) send a notice of variation in the manner set out in Section 9, "Notice and Delivery", to every Holder whose Debentures were not taken up before the date of the variation. Any notice of variation of the Offer will be deemed to have been given and to be effective on the day on which it is delivered or otherwise communicated to the Depositary at its principal office in Toronto, Ontario. If the variation consists solely of a waiver of a condition of the Offer or any extension of the Offer or both, the Offeror will promptly issue and file a news release announcing the variation.

During any extension or in the event of any variation of the Offer, all Debentures previously deposited and not taken up or withdrawn will remain subject to the Offer and may be taken up by the Offeror in accordance with the terms hereof.

6. Take-Up of and Payment for Deposited Debentures

Upon the terms and subject to the satisfaction or waiver by the Offeror of conditions of the Offer, the Offeror will take up Debentures validly tendered to the Offer and not withdrawn pursuant to Section 8 of this Offer to Purchase, "Right to Withdraw Deposited Debentures", not later than ten calendar days after the Expiry Time and will pay for the Debentures taken up as soon as possible, but in any event not later than three Business Days after taking up the Debentures. Any Debentures tendered to the Offer after the first date on which Debentures have been taken up by the Offeror will be taken up and paid for not later than ten calendar days after such tender.

Subject to applicable Law, the Offeror expressly reserves the right, in its sole discretion, to delay taking up and paying for any Debentures or to terminate the Offer and not take up or pay for any Debentures under the Offer if any condition specified in Section 4 of this Offer to Purchase, "Conditions of the Offer" is not satisfied or waived by the Offeror, by giving written notice thereof or other communication confirmed in writing to the Depositary at its principal office in Toronto, Ontario. The Offeror also expressly reserves the right, in its sole discretion and notwithstanding any other condition of the Offer, to delay taking up and paying for Debentures in order to comply, in whole or in part, with any Law.

For the purposes of the Offer, the Offeror will be deemed to have taken up and accepted for payment Debentures validly tendered and not validly withdrawn pursuant to the Offer if, as and when the Offeror gives written notice or other communication confirmed in writing to the Depositary of its acceptance for payment of such Deposited Debentures under the Offer at the principal office of the Depositary in Toronto, Ontario. The Offeror will pay for Debentures validly tendered to the Offer and not withdrawn by Holders by providing the Depositary with sufficient funds and Mint Shares for delivery to such depositing Holders. Upon payment of the Offer Consideration, the Holder, or the Holder's nominee or assignee, shall be entitled to be entered in the books of Mint as the holder of the number of Mint Shares for which the Holder's Debentures have been purchased. Under no circumstances will interest accrue or be paid by the Offeror or the Depositary to persons depositing Mint Shares, regardless of any delay in making payment for those shares.

The Depositary will act as the agent of the persons who have tendered Debentures to the Offer for the purposes of receiving payment under the Offer and transmitting that payment to such persons, and

receipt of payment by the Depository will be deemed to constitute receipt of payment by those persons who have properly deposited Debentures under the Offer.

Settlement with each Holder who has validly tendered and not validly withdrawn Debentures under the Offer will be made, in accordance with the instructions in the Letter of Acceptance and Transmittal, (i) where the Holder has elected to receive Cash and Stock Consideration, issuing or causing to be issued a cheque payable in Canadian funds to which such Holder is entitled, and (ii) where the Holder has elected to receive Cash and Stock Consideration or Share Consideration, by causing to be issued the Mint Shares to which the Holder is entitled. If a Holder does not specify the form of Offer Consideration which such Holder wishes to receive, such Holder will be deemed to have elected to receive Cash and Stock Consideration.

Subject to the foregoing and unless otherwise directed by the Letter of Acceptance and Transmittal, the cheque will be issued in the name of the registered Holder of the Debentures so tendered. Unless the person depositing the Debentures instructs the Depository to hold the cheque for pick-up by checking the appropriate box in the Letter of Acceptance and Transmittal, the cheque will be forwarded by first class mail to such person at the address specified in the Letter of Acceptance and Transmittal. If no such address is specified, the cheque will be sent to the address of the Holder as shown on the register of the Debentures maintained by the Trustee under the Trust Indenture. Cheques mailed in accordance with this paragraph will be deemed to be delivered at the time of mailing. The Offeror may, if required by Law, make withholdings from the amount otherwise payable to a Holder.

In the case of a depositing Holder who has elected to receive Share Consideration, no Mint Shares will be issued or delivered to any Holder who is, or appears to the Offeror to be, a resident of a foreign country unless such Mint Shares may be lawfully issued and delivered to such Holder resident in such foreign country without further action by the Offeror.

7. Subsequent Redemption Transaction

Upon taking up and paying for the Debentures, the Offeror intends to execute and deliver to the Company and the Trustee a written resolution as set out in Schedule "B" to this Offer (the "Resolution"). In order for the Resolution to become effective, it must be approved by the holders of more than 50% of the principal amount of the outstanding Debentures.

If the Resolution becomes effective, the Resolution will approve an amendment to the Trust Indenture which gives Mint the right to redeem the Debentures in accordance with the Cash and Stock Consideration (the "Redemption Right"). If the Trust Indenture is amended, Mint intends to exercise the Redemption Right, thereby redeeming the Debentures which remain outstanding. The Holders of Debentures which are redeemed in this Subsequent Redemption Transaction will be entitled to receive the Cash and Stock Consideration for their Debentures and shall not receive any interest, fees, penalties or other amounts in respect of any delays in the exercise of the Redemption Right following the take up and payment of the Debentures under the Offer, unless payment of the Cash and Stock Redemption Price shall not be made on presentation for surrender of such Debentures on or after the date fixed for redemption.

The issuance of Mint Shares as part of the Subsequent Redemption Transaction will be made in reliance on exemptions from the prospectus requirements of securities Laws. As a result, the Mint Shares issued as part of the Subsequent Redemption Transaction will be subject to hold periods and restrictions on resale and transferability contained in applicable securities Laws. Such restrictions will require the legending of certificates representing the Mint Shares. Holders are advised to consult with their own legal advisors concerning the resale restrictions. Holders agree to comply with the hold periods and resale restrictions which apply to trading in the Mint Shares. For purposes of complying with securities Laws, the Mint Shares issued as part of the Offer Consideration shall bear the following legends:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [4 MONTHS PLUS ONE DAY FROM THE ISSUE DATE].”

If the Holder is a director, officer or Promoter (as defined in the TSXV Corporate Finance Manual) of Mint:

“WITHOUT PRIOR WRITTEN APPROVAL OF THE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL [4 MONTHS PLUS ONE DAY FROM THE ISSUE DATE]”

The Cash and Stock Redemption Price will be payable upon presentation and surrender of the Debentures called for redemption at the office of the Trustee, together with a statement of beneficial ownership (see Exhibit 2 to Schedule “B”). Non-registered Holders whose Debentures are held in the name of CDS will be required to withdraw those Debentures from CDS in order to comply with this delivery requirement.

The Resolution, if it becomes effective, also waives the breaches and defaults on the part of Mint under the Trust Indenture, and the breaches and defaults on the part of Mint Middle East LLC as guarantor under the Trust Indenture, with retroactive effect to the date each such default became a breach or default, which waiver includes a waiver of all default interest, fees, penalties and other amounts accrued to or payable to the Holders as a result of the defaults.

The Offeror has agreed to sell to Mint the Debentures which are taken up and paid for by the Offeror under the Offer. Those Debentures will be sold to Mint for the same amount of money and Mint Shares as is paid by the Offeror to acquire the Debentures. This sale of Debentures by the Offeror will occur prior to the exercise of the Redemption Right.

8. Right to Withdraw Deposited Debentures

Except as otherwise noted in this Section 8 or as otherwise required by applicable Law, all tenders of Debentures under the Offer will be irrevocable. Unless otherwise required or permitted by applicable Law, any Debentures tendered in acceptance of the Offer may only be withdrawn by or on behalf of the depositing Holder:

- (i) within ten calendar days from the date upon which a notice of variation is mailed, delivered, or otherwise properly communicated concerning a variation in the terms of the Offer (other than a variation in the terms of the Offer consisting solely of an increase in the consideration offered for the Debentures under the Offer where the Expiry Time is not extended for a period greater than ten (10) calendar days, or a variation consisting solely of a waiver of one or more conditions of the Offer, or both); or
- (ii) if such Debentures have not been paid for by the Offeror within three Business Days from the date the Offeror takes up the Debentures.

For a withdrawal to be effective, a written or facsimile transmission notice of withdrawal must be received by the Depositary at the place of deposit of the relevant Debentures (or Notice of Guaranteed Delivery in respect thereof) within the time limits set out above.

All questions as to form and validity (including time of receipt) of notices of withdrawal will be determined by the Offeror in its sole discretion and such determination will be final and binding on all parties. There will be no duty or obligation on the Offeror, the Depositary or any other person to give notice of any defect

or irregularity in any notice of withdrawal, and no liability will be incurred by any of them for failure to give such notice.

9. Notice and Delivery

Without limiting any other lawful means of giving notice, any notice that the Offeror or the Depositary may give or cause to be given under the Offer will be deemed to have been properly given to registered Holders if it is mailed by prepaid first class mail to the registered Holders at their respective addresses appearing in the list of Debenture Holders maintained by the Trustee and will be deemed, unless otherwise specified by applicable Law, to have been received on the first Business Day following the date of mailing. These provisions apply notwithstanding any accidental omission to give notice to any one or more Holders and notwithstanding any interruption of mail service in Canada following mailing. Except as otherwise required or permitted by Law, in the event of any interruption of mail service in Canada, the Offeror intends to make reasonable efforts to disseminate the notice by other means such as publication. Except as otherwise required or permitted by Law, if post offices are not open for the deposit of mail, or there is reason to believe that there is or could be a disruption in all or any part of the postal service, any notice that the Offeror or the Depositary may give or cause to be given under the Offer will be deemed to have been properly given and to have been received by if: (a) if it is published once in the National Edition of The Globe and Mail or the National Post; or (b) if it is given to the Marketwired News Wire Service for dissemination through its facilities.

Wherever the Offer calls for documents to be delivered to the Depositary, those documents will not be considered delivered unless and until they have been physically received at one of the addresses listed for the Depositary in the Letter of Acceptance and Transmittal or the Notice of Guaranteed Delivery, as applicable. Wherever the Offer calls for documents to be delivered to a particular office of the Depositary, those documents will not be considered delivered unless and until they have been physically received at the particular office of the Depositary at the address listed in the Letter of Acceptance and Transmittal or Notice of Guaranteed Delivery, as applicable.

10. Other Terms of the Offer

The Offer and all contracts resulting from the acceptance of the Offer shall be governed by and construed in accordance with the Laws of the Province of Ontario and the federal Laws of Canada applicable therein, without reference to any conflict of laws principles that might result in the application of the laws of another jurisdiction. Each party to any agreement resulting from the acceptance of the Offer unconditionally and irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario in respect of all disputes arising under or in relation to such agreement.

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 Debentures deposited under 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 Debentures to receive payment for Debentures validly deposited and accepted for payment under the Offer.

This document does 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 of Debentures be accepted from or on behalf of) Holders residing in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the Laws of such jurisdiction. The Offeror may, in its sole discretion, take such action as it may deem necessary to make the Offer in any such jurisdiction and extend the Offer to Holders in any such jurisdiction.

The provisions of the Offer Letter, the Letter of Acceptance and Transmittal and the Notice of Guaranteed Delivery accompanying the Offer, including the instructions contained therein, are incorporated into and form part of the terms and conditions of the Offer.

Where the Offer provides that the time for the taking of any action, the doing of anything or the end of any period, expires or falls upon a day that is not a Business Day, the time shall be extended and action may be taken, the thing may be done or the period shall end as the case may be, on the next Business Day.

Schedule "B"
Resolutions of Holders
of Series B Debentures

WHEREAS:

- A. The Mint Corporation (the "Company"), Mint Middle East LLC (the "Guarantor"), as guarantor, and TSX Trust Company, successor trustee to Equity Financial Trust Company, (the "Trustee"), as trustee for the Holders, are parties to a Trust Indenture dated as of March 6, 2014 (as amended, supplemented or otherwise modified, the "Trust Indenture") which provided for the issuance by the Company of the debentures known as Series B Debentures (the "Debentures").
- B. The Company is in breach of and in default under the Trust Indenture and the Guarantor is in breach of and in default under the DIFC Security Agreement, in each case by virtue of the Company, among other things, having missed its interest and principal payment obligations including, but not limited to, as set out in a letter dated March 10, 2017 by the Trustee to the Company (each such breach and default of the Company and the Guarantor, individually a "Default" and all such breaches and defaults of the Company and the Guarantor, collectively, "Defaults").
- C. Pursuant to section 9.13 of the Trust Indenture, the Holders have the power, by written resolution signed in one or more counterparts by Holders holding greater than 50% of the principal amount of all of the outstanding Debentures, to:
 - 1. sanction and agree to any modification, abrogation, alteration, compromise or arrangement of the rights of the Holders and/or the Trustee (with the prior consent of the Trustee) against the Company or against the Collateral;
 - 2. direct or authorize the Trustee to exercise any power, right, remedy or authority given to it by the Trust Indenture, in any manner specified in such resolution or to refrain from exercising any such power, right, remedy or authority;
 - 3. waive and direct the Trustee to waive any default on the part of the Company under any provision of the Trust Indenture either unconditionally or upon any conditions specified in such resolution, whether or not the security interest shall have become enforceable by reason of such default; and
 - 4. assent to any modification of or change in or omission from the provisions contained in the Trust Indenture or any deed or instrument supplemental to the Trust Indenture which shall be agreed to by the Company and to authorize the Trustee to concur in and execute any deed or instrument supplemental to the Trust Indenture or such supplemental deed or instrument embodying such modification, change or omission.
- D. Pursuant to section 9.17 of the Trust Indenture, where these resolutions are approved by Holders holding greater than 50% of the principal amount of all of the outstanding Debentures, these resolutions shall be binding upon all of the Holders and each and every Holder and the Trustee (subject to the provisions for its indemnity contained in the Trust Indenture) shall be bound to give effect to these resolutions.
- E. It is in the best interests of the Holders that the Holders approve these resolutions and hereby approve, authorize and agree to the amendments to the Trust Indenture and the waiver of the Defaults as set out in these resolutions and authorize and direct the Trustee to enter into a supplemental trust indenture and waiver agreement (the "Supplemental Trust Indenture and Waiver").

- F. Capitalized terms used in these resolutions but not defined in these resolutions shall have their definitions as set out in the Trust Indenture.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Holders approve, authorize and agree to amend the Trust Indenture as follows:
 - (a) all references in the Trust Indenture to Equity Financial Trust Company shall be deleted and replaced with TSX Trust Company;
 - (b) the following shall be inserted as section 2.24 in the Trust Indenture:

“2.24 Redemption for Cash and Stock

- (1) The Company shall have the right at its option to redeem the Debentures, in whole or in part, from time to time, on not less than **15** days prior notice (the “Cash and Stock Redemption Notice”) to the Trustee and the Holders of Debentures to be redeemed at a redemption price (the “Cash and Stock Redemption Price”) equal to \$200.86 in cash plus 3,348 common shares of the Company for every \$1,000 principal amount of the Debentures being redeemed (and without regard to any other amounts owing on or in connection with the Debentures, including (without limitation) any bonus interest or accrued interest).
- (2) The Cash and Stock Redemption Notice shall be in the form set out in Schedule "F" to this Indenture and the Cash and Stock Redemption Notice shall be given in the manner provided in sections 12.2 and 12.3.
- (3) The Company shall, at least 15 days before the date upon which the Cash and Stock Redemption Notice is to be given, notify the Trustee of (A) its intention to redeem such Debentures, (B) the aggregate principal amount of Debentures to be redeemed, and (C) the Cash and Stock Redemption Price to be paid.
- (4) If less than all the outstanding Debentures are to be redeemed, the Debentures registered in the name of each Holder shall be redeemed on a pro-rata basis, to the nearest multiple of \$1,000, in accordance with their proportional share of the outstanding principal amount of the Debentures.
- (5) Debentures in denominations in excess of \$1,000 may be selected and called for redemption in part only (such part being \$1,000 or an integral multiple thereof) and, unless the context otherwise requires, references to Debentures in this Section 2.24 shall be deemed to include any such part of the principal amount of Debentures which shall have been so selected and called for redemption. The Holder of any Certificated Debenture called for redemption in part only, upon surrender of such Debenture for payment, shall be entitled to receive, without expense to such Holder, a new Debenture Certificate for the unredeemed part of the Debenture so surrendered, and the Company shall execute and the Trustee shall Authenticate and deliver, at the expense of the Company, such new Debenture Certificate upon receipt of the Debenture so surrendered.

- (6) Upon a Cash and Stock Redemption Notice being given in accordance with this Section 2.24, the Cash and Stock Redemption Price shall be and become due and payable on the date specified in the Cash and Stock Redemption Notice (the "Cash and Stock Redemption Date") and with the same effect as if that date was the Maturity Date of such Debentures, the provisions hereof or of any such Debentures notwithstanding. The Cash and Stock Redemption Price will be payable upon presentation and surrender of the Debentures called for redemption at the office of the Trustee, together with a statement, in the form attached as Schedule "G", signed by or on behalf of the beneficial owner of the Debentures surrendered for redemption (i) setting out such information as may be required by the Company for the purpose of filings required to be made by the Company with securities commissions and any stock exchange on which any securities of the Company are listed, and (ii) consenting to the release of such information to those securities commissions and stock exchange as required by them. From and after such Cash and Stock Redemption Date, interest shall cease on the Debentures called for redemption, unless payment of the Cash and Stock Redemption Price shall not be made on presentation for surrender of such Debentures on or after the Cash and Stock Redemption Date.
- (7) Upon the Debentures being called for redemption, the Company shall (i) deposit with the Trustee, in accordance with Section 2.8(a), such cash as is sufficient to pay the cash portion of the Cash and Stock Redemption Price, and (ii) cause common shares to be issued as directed by the Trustee for the purpose of satisfying the common share portion of the Cash and Stock Redemption Price. From the cash and common shares of the Company so deposited, the Trustee shall pay and deliver or cause to be paid and delivered to the Holders, upon surrender of the Debentures, the Cash and Stock Redemption Price of the Debentures so surrendered. Upon surrender of the Debentures, the Holder, or its nominee or assignee, shall be entitled to be entered in the books of the Company as at the Cash and Stock Redemption Date as the holder of the number of common shares for which the surrendered Debentures has been redeemed.
- (8) The common shares of the Company issued to a Holder on redemption under this Section 2.24 will be, and shall bear a legend that they are, subject to a hold period expiring four months and a day after the issuance of such shares.
- (9) The Company shall not be required to issue fractional common shares upon the redemption of Debentures. If any fractional interest in a common share would be deliverable upon the redemption of Debentures hereunder, the Company shall, in lieu of delivering any certificate of such fractional interest, round up to next largest whole number.
- (10) Notwithstanding anything herein contained, common shares in the Company issuable upon redemption of Debentures will only be issued in compliance with the securities laws of any applicable jurisdiction, and the certificates representing the common shares thereby issued may bear such legend as may, in the opinion of counsel to the Company, acting reasonably, be necessary in order to avoid a violation of any securities laws of any province in Canada or of the United States or to comply with the requirements of any stock exchange on which the common shares are listed, provided that if, at any time, in the opinion of counsel to the

Company, such legends are no longer necessary in order to avoid a violation of any such laws, or the holder of any such legended certificate, at the holder's expense, provides the Company with evidence satisfactory in form and substance to the Company (which may include an opinion of counsel satisfactory to the Company) to the effect that such holder is entitled to sell or otherwise transfer such common shares in a transaction in which such legends are not required, such legended certificate may thereafter be surrendered to the Company in exchange for a certificate which does not bear such legend.”

- (c) a redemption notice in the form attached as Exhibit 1 to these resolutions shall be inserted as Schedule “F” to the Trust Indenture;
- *d) a beneficial ownership and personal information consent in the form attached as Exhibit 2 to these resolutions shall be inserted as Schedule “G” to the Trust Indenture..

2. The Holders:

- (a) agree to a waiver of the Defaults with retroactive effect to the date each Default became a breach or default, which waiver includes a waiver of all default interest, accrued interest, fees, penalties and other amounts accrued to or payable to the Holders as a result of the Defaults;
- (b) confirm that the waivers referred to in (a) shall take such retroactive effect upon execution of the Supplemental Trust Indenture and Waiver and in accordance with the Supplemental Trust Indenture and Waiver; and
- (c) agree and confirm that the Holders do not need to, and are not required to, in addition to these resolutions, by Resolution elect to deliver and so deliver a Holders’ Request to the Trustee pursuant to section 6.3(b) of the Trust Indenture directing the Trustee to waive the Defaults and all default interest, fees, penalties and other amounts accrued to or payable to the undersigned as a result of the Defaults and that the waivers in sections 2(a) and (b) of these resolutions shall be in full force and effect notwithstanding the absence of such Holders’ Request.

3. The Holders authorize and direct the Trustee to enter into and execute the Supplemental Trust Indenture and Waiver amending the Trust Indenture and waiving the Defaults as set out in these resolutions.

4. The Holders confirm that no fees, penalties or other amounts are required to be paid by the Company or the Guarantor to the Holders as a condition to the Trustee entering into and executing the Supplemental Trust Indenture and Waiver.

5. The Trustee is hereby authorized and directed to do all such further and other acts and things and to execute or cause to be executed such further and other instruments, agreements, certificates, directions, acknowledgments, declarations, documents, financing statements, undertakings and other writings as are necessary or desirable to give effect to these resolutions and such doing and execution shall be conclusive evidence that such doing and execution have been authorized by these resolutions.

6. The execution, delivery and/or doing of anything referred to in these resolutions by the Trustee prior to the passing of these resolutions is hereby confirmed, ratified and adopted as of the date of execution, delivery and doing.

EXHIBIT 1 TO SCHEDULE "B"

Schedule "F"

THE MINT CORPORATION

SERIES B DEBENTURES

REDEMPTION NOTICE

To: Holders of Series B Debentures (the "Debentures") of The Mint Corporation (the "Corporation") to be redeemed

Note: All capitalized terms used herein have the same meaning in this redemption notice as in the Indenture mentioned below, unless otherwise indicated.

Notice is hereby given pursuant to section 2.24 of the Indenture dated as of March 6, 2014 (the "Indenture") made between the Corporation, Mint Middle East LLC and Equity Financial Trust Company (the "Trustee"), as amended, that all or part of the principal amount of the Debentures registered in your name will be redeemed as of ●, (the "Redemption Date"), upon payment of a redemption amount of (i) \$200.86, plus (ii) 3,348 common shares in the capital of the Corporation for each \$1,000 principal amount of Debentures being redeemed (collectively, the "Redemption Amount").

Accompanying this redemption notice is a statement setting out details of the Debentures which are to be redeemed and the Redemption Amount in respect thereof.

The Redemption Amount will be payable upon presentation and surrender of the Debentures called for redemption at the following corporate trust office of TSX Trust Company (successor trustee to Equity Financial Trust Company):

TSX Trust Company



The interest upon the principal amount of Debentures called for redemption shall cease to be payable from and after the Redemption Date, unless payment of the Redemption Amount shall not be made on presentation for surrender of such Debentures at the above-mentioned corporate trust office on or after the Redemption Date or prior to the setting aside of the Redemption Amount pursuant to the Indenture.

DATED:

THE MINT CORPORATION

By:

Venture Exchange or other stock exchange on which the common shares may be listed (the "Stock Exchange"). The Holder agrees that the Personal Information may be disclosed by the Corporation to: (a) securities commissions, the Stock Exchange and/or other securities regulatory authorities, (b) the Corporation's registrar and transfer agent, and (c) any of the other parties involved in the redemption of the Debentures and may be included in record books in connection with this redemption. In the case of information provided to the securities commissions and other securities regulatory authorities, such information is being collected indirectly by them for the purpose of the administration and enforcement of the applicable securities laws and the Holder authorizes the indirect collection of such information by them. In the case of the Stock Exchange, the Personal Information is being collected by them for the purposes identified by them from time to time. The Holder, on the Holder's behalf and on behalf of the Beneficial Owner, acknowledges the foregoing and consents to the foregoing collection, use and disclosure of the Personal Information and to the collection, use and disclosure of Personal Information by the securities commissions, Stock Exchange and/or other securities regulatory authorities. The title, business address and business telephone number of the public official in the local jurisdiction who can answer questions about the security regulatory authority's or regulator's indirect collection of personal information is set out in Exhibit 1 to this beneficial ownership statement and personal information consent.

- d) The Holder has full power and authority to deposit the Debentures and to disclose and authorize the use of the information contained in this beneficial ownership statement and personal information consent.

BLOCK A	
Name and Address of Beneficial Owner:	
Name: _____	
Residential Address:	
_____	Telephone: _____
_____	Email: _____

BLOCK B	
<u>Insider Status</u>	
The Beneficial Owner either [CHECK APPROPRIATE ITEM]:	
_____	IS NOT an Insider of the Corporation.
_____	IS an "Insider" of the Corporation
An "insider" means an insider as defined under securities legislation.	

BLOCK C	
<u>Registrant Under Securities Legislation</u>	
The Beneficial Owner either [CHECK APPROPRIATE ITEM]:	
_____	IS NOT a registrant.
_____	IS a registrant
A "registrant" means a person or company registered or required to be registered under securities legislation.	

BLOCK D

Pro Group Status

The Beneficial Owner either **[CHECK APPROPRIATE ITEM]:**

_____ IS NOT a member of the Pro Group.

_____ IS a member of the Pro Group

“Pro Group” means:

- (a) a member of the TSX Venture Exchange;
- (b) employees of the member;
- (c) partners, officers and directors of the member;
- (d) affiliates of the member; and
- (e) associates of any parties referred to in subparagraphs (a) through (d),

unless otherwise determined by the TSX Venture Exchange or unless otherwise determined by the member under the policies of the TSX Venture Exchange.

BLOCK E

Non Arm’s Length Party

The Beneficial Owner either **[CHECK APPROPRIATE ITEM]:**

_____ IS NOT a Non Arm’s Length Party.

_____ IS a Non Arm’s Length Party

“Non Arm’s Length Party” means:

- (i) a Promoter, officer, director, other Insider or Control Person of the Corporation and any Associates or Affiliates of any of such persons; or
- (b) another entity or an Affiliate of that entity, if that entity or its Affiliate have the same Promoter, officer, director, Insider or Control Person as the Corporation.

DATED: _____.

Name of Holder (Please Print)

Signature of Holder

Title (If the Holder is not an individual)

**Exhibit 1 to the Beneficial Ownership Statement and Personal Information Consent
Collection and Use of Personal Information**

The title, business address and business telephone number of the public official in the local jurisdiction who can answer questions about the security regulatory authority's or regulator's indirect collection of personal information is:

Alberta Securities Commission

Suite 600, 250 - 5th Avenue SW
Calgary, Alberta T2P 0R4
Telephone: (403) 297-6454
Toll free in Canada: 1-877-355-0585
Facsimile: (403) 297-6156

British Columbia Securities Commission

P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, British Columbia V7Y 1L2
Telephone: (604) 899-6500
Toll free in British Columbia and Alberta 1-800-373-6393
Facsimile: (604) 899-6581

The Manitoba Securities Commission

500 - 400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5
Telephone: (204) 945-2548
Toll-free in Manitoba 1-800-655-5244
Facsimile: (204) 945-0330

Financial and Consumer Services Commission (New Brunswick)

85 Charlotte Street, Suite 300
Saint John, New Brunswick E2L 2J2
Telephone: (506) 658-3060
Toll Free in Canada: 1-866-933-2222
Facsimile: (506) 658-3059
Email: info@fcb.ca

**Government of Newfoundland and Labrador
Financial Services Regulation Division**

P.O. Box 8700
Confederation Building
2nd Floor, West Block
Prince Philip Drive
St. John's, Newfoundland and Labrador A1B 4J6
Attention: Director of Securities
Telephone: (709) 729-4189
Facsimile: (709) 729-6187

**Government of Northwest Territories
Office of the Superintendent of Securities**

P.O. Box 1320
Yellowknife, Northwest Territories X1A 2L9
Attention: Deputy Superintendent, Legal & Enforcement
Telephone: (867) 920-8984
Facsimile: (867) 873-0243

Nova Scotia Securities Commission

Suite 400, 5251 Duke Street
Duke Tower
P.O. Box 458
Halifax, Nova Scotia B3J 2P8
Telephone: (902) 424-7768
Facsimile: (902) 424-4625

**Government of Nunavut
Department of Justice**

Legal Registries Division
P.O. Box 1000 - Station 570
1st Floor, Brown Building
Iqaluit, Nunavut X0A 0H0
Telephone: (867) 975-6590
Facsimile: (867) 975-6594

Ontario Securities Commission

20 Queen Street West, 22nd Floor
Toronto, Ontario M5H 3S8
Telephone: (416) 593-8314
Toll-free in Canada: 1-877-785-1555
Facsimile: (416) 593-8122
Email: exemptmarketfilings@osc.gov.on.ca
Public official contact regarding indirect collection of information: Inquiries Officer

Prince Edward Island Securities Office

95 Rochford Street, 4th Floor Shaw Building
P.O. Box 2000
Charlottetown, Prince Edward Island CIA 7N8
Telephone: (902) 368-4569
Facsimile: (902) 368-5283

Autorité des marchés financiers

800, Square Victoria, 22e étage
C.P. 246, Tour de la Bourse
Montréal, Québec H4Z 1G3
Telephone: (514) 395-0337 or 1877 525-0337
Facsimile: (514) 873-6155 (For filing purposes only)
Facsimile: (514) 864-6381 (For privacy requests only)
Email: financementdessocietes@lautorite.qc.ca (For corporate finance issuers);
fonds_diventissement@lautorite.qc.ca (For investment fund issuers)

Financial and Consumer Affairs Authority of Saskatchewan

Suite 601 - 1919 Saskatchewan Drive
Regina, Saskatchewan S4P 4H2
Telephone: (306) 787-5879
Facsimile: (306) 787-5899

Government of Yukon

Department of Community Services
Law Centre, 3rd Floor
2130 Second Avenue
Whitehorse, Y1A 5H6
Telephone: (867) 667-5314
Facsimile: (867) 393-6251



The Depositary is:

TSX Trust Company

Address for Delivery By Registered Mail, Mail, Hand or Courier:

200 University Avenue
Suite 300
Toronto, Ontario
M5H 4H1

Attention: Corporate Actions

Inquiries

North American Toll-Free: 1-866-600-5869 Telephone: 416-342-1091
Facsimile: 416-361-0470
email: TMXInvestorServices@tmx.com

Any questions regarding the Offer and requests for assistance in depositing Debentures or for additional copies of the Offer to Purchase, Offer Letter, Letter of Acceptance and Transmittal or Notice of Guaranteed Delivery may be directed your broker, dealer, commercial bank, trust company or other nominee for assistance.